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No. 20] NEW DELHI, MAY 14—MAY 20, 2017, SATURDAY/ VAISAKHA 24—VAISAKHA 30, 1939

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 5 मई, 2017

का.आ. 1237.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1), खंड 6 और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, इण्डियन ओवरसीज बैंक के कार्यपालक निदेशक श्री आर. सुब्रमणिकुमार (जन्म तिथि 15.06.1959) को पदभार ग्रहण करने की तारीख से दिनांक 30.06.2019 तक अर्थात् उनकी अधिवर्षिता की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, इण्डियन ओवरसीज बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा.सं. 4/4/(1)2017-बीओ-1]

ज्ञानोत्तोष राय, अवर सचिव

MINISTRY OF FINANCE
(Department of Financial Services)

New Delhi, the 5th May, 2017

S.O. 1237.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 6 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri R. Subramaniakumar (DOB:15.06.1959) Executive Director, Indian Overseas Bank as MD&CEO in Indian Overseas Bank w.e.f. the date of his taking over charge of the post and till 30.06.2019 i.e. the date of his superannuation or until further order, whichever is earlier.

[F.No. 4/4/(1)2017-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 5 मई, 2017

का.आ. 1238.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1), खंड 6 और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, ओरियंटल बैंक आफ कामर्स के कार्यपालक निदेशक श्री राजकिरण राय जी. (जन्म तिथि 19.05.1962) को दिनांक 01.07.2017 को या इसके पश्चात पदभार ग्रहण करने की तारीख से तीन वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, यूनियन बैंक आफ इंडिया में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा.सं. 4/4/(2)2017-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 5th May, 2017

S.O. 1238.— In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 6 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Rajkiran Rai G (DOB: 19.05.1962) Executive Director, Oriental Bank of Commerce as MD&CEO in Union Bank of India for a period of three years from the date of his taking over charge of the post on or after 01.07.2017 or until further orders, whichever is earlier.

[F.No. 4/4/(2)2017-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 5 मई, 2017

का.आ. 1239.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1), खंड 6 और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, कार्पोरेशन बैंक के कार्यपालक निदेशक श्री सुनील मेहता (जन्म तिथि 19.09.1959) को पदभार ग्रहण करने की तारीख से दिनांक 30.09.2019 तक अर्थात् उनकी अधिवर्षिता की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, पंजाब नेशनल बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा.सं. 4/4/(3)2017-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 5th May, 2017

S.O.1239 .— In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 6 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme,

1970/1980, the Central Government, hereby appoints Shri Sunil Mehta (DOB: 19.09.1959), Executive Director, Corporation Bank as MD&CEO in Punjab National Bank w.e.f. the date of his taking over charge of the post and till 30.09.2019 i.e. the date of his superannuation or until further order, whichever is earlier.

[F.No. 4/4/(3)2017-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 5 मई, 2017

का.आ. 1240.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1), खंड 6 और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, केनरा बैंक के कार्यपालक निदेशक श्री दीनबन्धु महापात्रा (जन्म तिथि 12.06.1959) को पदभार ग्रहण करने की तारीख से दिनांक 30.06.2019 अर्थात् उनकी अधिवर्षिता की तारीख तक अथवा अगले आदेशों तक, जो भी पहले हो, बैंक आफ इंडिया में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा.सं. 4/4/(4)2017-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 5th May, 2017

S.O. 1240.— In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 6 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Dinabandhu Mohapatra (DOB: 12.06.1959), Executive Director, Canara Bank as MD&CEO in Bank of India w.e.f the date of his taking over charge of the post and till 30.06.2019 i.e. the date of his superannuation or until further orders, whichever is earlier.

[F.No. 4/4/(4)2017-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 5 मई, 2017

का.आ. 1241.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1), खंड 6 और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के कार्यपालक निदेशक श्री आर.ए. शंकर नारायणन (जन्म तिथि 23.01.1960) को दिनांक 01.09.2017 को या इसके पश्चात पदभार ग्रहण करने की तारीख से दिनांक 30.01.2020 तक अर्थात् उनकी अधिवर्षिता की तारीख तक या अगले आदेशों तक, जो भी पहले हो, विजया बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा.सं. 4/4/(5)2017-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 5th May, 2017

S.O. 1241.—In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 6 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri R. A. Sankara Narayanan (DOB: 23.01.1960), Executive Director, Bank of India as MD&CEO in Vijaya Bank w.e.f. the date of his taking over charge of the post on or after 01.09.2017 and till 31.01.2020 i.e. the date of his superannuation or until further orders, whichever is earlier.

[F.No. 4/4/(5)2017-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 5 मई, 2017

का.आ. 1242.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1), खंड 6 और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, पंजाब नेशनल बैंक के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी श्रीमती ऊषा अनंतसुब्रमणियन (जन्म तिथि 01.10.1958) को पदभार ग्रहण करने की तारीख से 13.08.2018 तक की उनकी शेष कार्यावधि तक अथवा अगले आदेशों तक, जो भी पहले हो, इलाहाबाद बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है।

[फा.सं. 4/4/(6)2017-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 5th May, 2017

S.O. 1242.— In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 6 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Smt. Usha Ananthasubramanian (DOB: 01.10.1958), MD&CEO, Punjab National Bank as MD&CEO in Allahabad Bank w.e.f. the date of her taking over charge of the post and till the remainder of her term upto 13.08.2018 or until further orders, whichever is earlier.

[F.No. 4/4/(6)2017-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 5 मई, 2017

का.आ. 1243.— राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 3 के उप-खंड (1), खंड 6 और खण्ड 8 के उप-खंड (1) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, बैंक आफ इंडिया के प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी श्री मेलवीन ओसवालड रेगो (जन्म तिथि 19.07.1959) को दिनांक 01.07.2017 से 13.08.2018 तक की उनकी शेष कार्यावधि तक सिंडिकेट बैंक में प्रबंध निदेशक एवं मुख्य कार्यकारी अधिकारी के पद पर नियुक्त करती है। श्री रेगो दिनांक 30.06.2017 तक अनिवार्य प्रतीक्षा में रहेंगे।

[फा.सं. 4/4/(7)2017-बीओ-I]

ज्ञानोतोष राय, अवर सचिव

New Delhi, the 5th May, 2017

S.O. 1243.— In exercise of the powers conferred by clause (a) of sub-section (3) of Section 9 of The Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) of clause 3, clause 6 and sub-clause (1) of clause 8 of The Nationalized Banks (Management and Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, hereby appoints Shri Melwyn Oswald Rego (DOB: 19.07.1959), MD&CEO, Bank of India as MD&CEO in Syndicate Bank with effect from 01.07.2017 and till the remainder of his term upto 13.08.2018. Shri Rego will continue to be on compulsory wait till 30.06.2017.

[F.No. 4/4/(7)2017-BO-I]

JNANATOSH ROY, Under Secy.

नई दिल्ली, 8 मई, 2017

का.आ. 1244.—राष्ट्रीय आवास बैंक अधिनियम, 1987 (1987 का 53) की धारा 6 की उप-धारा (1) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा, डॉ. चरन सिंह को अधिसूचना की तारीख से 03 वर्ष की अवधि के लिए अथवा अगले आदेशों तक, जो भी पहले हो, राष्ट्रीय आवास बैंक (एनएचबी) के निदेशक मंडल में गैर-सरकारी निदेशक के पद पर नियुक्त करती है।

[फा.सं. 24/9/2015-आईएफ-II]

राजीव शर्मा, अवर सचिव

New Delhi, the 8th May, 2017

S.O. 1244.— In exercise of the powers conferred by clause (b) of sub-section (1) of Section 6 of the National Housing Bank Act, 1987 (53 of 1987), the Central Government hereby appoints Dr. Charan Singh as a Non-Official Director on the Board of Directors of National Housing Bank, for a period of 03 years from the date of notification, or untill further orders, whichever is earlier.

[F. No. 24/9/2015-IF-II]

RAJIV SHARMA, Under Secy.

(राजस्व विभाग)

(हिंदी अनुभाग-2)

नई दिल्ली, 12 मई, 2017

का.आ. 1245.— केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, राजस्व विभाग के अधीन केंद्रीय उत्पाद, सीमाशुल्क एवं सेवाकर, वडौदरा-2 आयुक्तालय के अंतर्गत हालोल-1 मंडल कार्यालय, हालोल-2 मंडल कार्यालय, मकरपुरा मंडल कार्यालय, वाघोडिया मंडल कार्यालय, सेवाकर मंडल कार्यालय को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा. सं. ई-11017/1/2015-ए.डी. (हिंदी-2)]

आनंद कुमार, उप-निदेशक (राजभाषा)

(Department of Revenue)

(HINDI SECTION-2)

New Delhi, the 12th May, 2017

S.O. 1245.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies Halol 1 Division Office, Halol 2 Division Office, Makarpura Division Office, Vaghodia Division Office, Service Tax Division Office under Commissionerate Central Excise, Customs and Service Tax, Vadodara under the Department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/1/2015-AD (Hindi-2)]

ANAND KUMAR, Dy. Director (OL)

नई दिल्ली, 12 मई, 2017

का.आ. 1246.— केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, राजस्व विभाग के अधीन मुख्य आयुक्त कार्यालय, केंद्रीय उत्पाद शुल्क, सीमाशुल्क एवं सेवाकर, नागपुर जोन, नागपुर और आयुक्त कार्यालय, केंद्रीय उत्पाद शुल्क, सीमाशुल्क एवं सेवाकर, नागपुर-1 को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा. सं. ई-11017/1/2015-ए.डी. (हिंदी-2)]

आनंद कुमार, उप-निदेशक (राजभाषा)

New Delhi, the 12th May, 2017

S.O. 1246.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies Office of the Chief Commissioner, Central Excise, Customs and Service Tax, Nagpur Zone, Nagpur and Office of the Commissioner, Central Excise, Customs and Service Tax, Nagpur-1, under the Department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/1/2015-AD (Hindi-2)]

ANAND KUMAR, Dy. Director (OL)

नई दिल्ली, 12 मई, 2017

का.आ. 1247.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, राजस्व विभाग के अधीन, सीमाशुल्क आयुक्तालय, लुधियाना को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा. सं. ई-11017/1/2015-ए.डी. (हिंदी-2)]

आनंद कुमार, उप-निदेशक (राजभाषा)

New Delhi, the 12th May, 2017

S.O. 1247.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Commissionerate, Customs, Ludhiana, under the Department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/1/2015-AD (Hindi-2)]

ANAND KUMAR, Dy. Director (OL)

नई दिल्ली, 12 मई, 2017

का.आ. 1248.—केंद्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसरण में, राजस्व विभाग के अधीन सीमाशुल्क (निवारक) आयुक्तालय, अमृतसर को, जिसके 80 प्रतिशत से अधिक कर्मचारियों ने हिंदी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है।

[फा. सं. ई-11017/1/2015-ए.डी. (हिंदी-2)]

आनंद कुमार, उप-निदेशक (राजभाषा)

New Delhi, the 12th May, 2017

S.O. 1248.—In pursuance of Sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976, the Central Government hereby notifies the Commissionerate, Customs (Preventive), Amritsar, under the Department of Revenue, where more than 80% staff have acquired the working knowledge of Hindi.

[F. No. E-11017/1/2015-AD (Hindi-2)]

ANAND KUMAR, Dy. Director (OL)

विदेश मंत्रालय

(सी.पी.वी. प्रभाग)

नई दिल्ली, 6 अप्रैल, 2017

का.आ. 1249.—राजनयिक और कोंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश।

एतद्वारा, केंद्र सरकार भारत के दूतावास, यांगोन में श्री वनलाल चुँगा हलवनचू, सहायक अनुभाग अधिकारी को दिनांक 5 अप्रैल, 2017 से सहायक कोंसुलर अधिकारी के तौर पर कोंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है।

[सं. टी-4330/01/2015]

प्रकाश चन्द, निदेशक (कोंसुलर)

MINISTRY OF EXTERNAL AFFAIRS

(CPV DIVISION)

New Delhi, the 6th April, 2017

S.O. 1249.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Vanlal Chunga

Hlawnecheu, Assistant Section Officer as Assistant Consular Officer in Embassy of India, Yangon to perform the Consular services with effect from 05th April, 2017.

[No. T-4330/01/2015]

PRAKASH CHAND, Director (Consular)

नई दिल्ली, 13 अप्रैल, 2017

का.आ. 1250.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्वारा, केंद्र सरकार भारत के उच्चायोग दूतावास, कम्पाला में श्री इंदरप्रीत सिंह, सहायक अनुभाग अधिकारी को दिनांक 13 अप्रैल, 2017 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है ।

[सं. टी-4330/01/2017]

प्रकाश चन्द, निदेशक (कौंसुलर)

New Delhi, the 13th April, 2017

S.O. 1250.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Inderpreet Singh, Assistant Section Officer as Assistant Consular Officer in High Commission of India, Kampala to perform the Consular services with effect from 13th April, 2017.

[No. T-4330/01/2017]

PRAKASH CHAND, Director (Consular)

नई दिल्ली, 25 अप्रैल, 2017

का.आ. 1251.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, जलालाबाद में श्री मनवर सिंह, निजी सहायक को दिनांक 25 अप्रैल, 2017 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है ।

[सं. टी-4330/01/2017]

प्रकाश चन्द, निदेशक (कौंसुलर)

New Delhi, the 25th April, 2017

S.O. 1251.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Manwer Singh, Personal Assistant as Assistant Consular Officer in Consulate General of India, Jalalabad to perform the Consular services with effect from 25th April, 2017.

[No. T-4330/01/2017]

PRAKASH CHAND, Director (Consular)

नई दिल्ली, 2 मई, 2017

का.आ. 1252.—राजनयिक और कौंसुलीय अधिकारी (शपथ एवं फीस) के अधिनियम, 1948 की धारा 2 के खंड (क) के अनुसरण में वैधानिक आदेश ।

एतद्वारा, केंद्र सरकार भारत के प्रधान कौंसलावास, सेंट पीटर्स बर्ग में श्री राहुल बरियार, सहायक अनुभाग अधिकारी को दिनांक 2 मई, 2017 से सहायक कौंसुलर अधिकारी के तौर पर कौंसुलर सेवाओं के निर्वहन के लिए प्राधिकृत करती है ।

[सं. टी-4330/01/2017]

प्रकाश चन्द, निदेशक (कौंसुलर)

New Delhi, the 2nd May, 2017

S.O. 1252.—Statutory Order in pursuance of clause (a) of the Section 2 of the Diplomatic and Consular Officers (Oaths and Fees) Act, 1948 (41 of 1948), the Central Government hereby appoints Shri Rahul Bariyar, Assistant Section Officer as Assistant Consular Officer in Consulate General of India, St. Petersburg to perform the Consular services with effect from 2nd May, 2017.

[No. T-4330/01/2017]

PRAKASH CHAND, Director (Consular)

कोयला मंत्रालय

नई दिल्ली, 19 मई, 2017

का.आ. 1253.—केन्द्रीय सरकार ने कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 4 की उपधारा (1) के अधीन भारत सरकार में कोयला मंत्रालय के द्वारा जारी की गई अधिसूचना संख्या का. आ. 3548(अ), तारीख 23 नवम्बर, 2016 जो भारत के राजपत्र, भाग II, खंड 3, उप-खंड (ii), तारीख 25 नवम्बर, 2016 में प्रकाशित की गई थी, उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट परिक्षेत्र की भूमि में जिसका माप 272.429 हेक्टेयर (लगभग) या 673.17 एकड़ (लगभग) है, कोयले का पूर्वक्षण करने के अपने आशय की सूचना दी थी;

और केन्द्रीय सरकार का यह समाधान हो गया है कि इस अधिसूचना से संलग्न अनुसूची में विहित की गई उक्त भूमि के भाग में कोयला अभिप्राप्य है;

अतः, अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 7 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए इससे संलग्न अनुसूची में वर्णित 272.358 हेक्टेयर (लगभग) या 672.99 एकड़ (लगभग) माप की उक्त भूमि का अर्जन करने और उक्त भूमियों में या उनके ऊपर सभी अधिकारों का अर्जन करने के अपने आपय की सूचना देती है;

टिप्पण 1 : इस अधिसूचना के अधीन आने वाले क्षेत्र के रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/509, तारीख 24 मार्च, 2017 का निरीक्षण कलक्टर, जिला — कोरिया (छत्तीसगढ़) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता — 700001 के कार्यालय में या साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलासपुर-495006 (छत्तीसगढ़) के कार्यालय में किया जा सकता है।

टिप्पण 2 : उक्त अधिनियम की धारा 8 के उपबंधों की ओर ध्यान आकृष्ट किया जाता है, जिसमें निम्नलिखित उपबंध किया गया है:—

“8. अर्जन की बाबत आपत्तियों.— (1) कोई व्यक्ति, जो किसी भूमि में जिसकी बाबत धारा 7 के अधीन अधिसूचना निकाली गई है, हितबद्ध है, अधिसूचना के निकाले जाने से तीस दिन के भीतर सम्पूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उस पर के किन्हीं अधिकारों का अर्जन किए जाने के बारे में आपत्ति कर सकेगा।

स्पष्टीकरण.—इस धारा के अर्थान्तर्गत यह आपत्ति नहीं मानी जाएगी कि कोई व्यक्ति किसी भूमि में कोयला उत्पादन के लिए स्वयं खनन संक्रियाएं करना चाहता है और ऐसी संक्रियाएं केन्द्रीय सरकार या किसी अन्य व्यक्ति को नहीं करनी चाहिए।

(2) उप-धारा (1) के अधीन प्रत्येक आपत्ति सक्षम प्राधिकारी को लिखित रूप में की जाएगी और सक्षम प्राधिकारी, आपत्तिकर्ता को स्वयं सुने जाने का या विधि व्यवसायी द्वारा सुनवाई का अवसर देगा और ऐसी सभी आपत्तियों को सुनने के पश्चात् और ऐसी अतिरिक्त जाँच, यदि कोई हो, करने के पश्चात्, जो वह आवश्यक समझता है, वह या तो धारा 7 की उप-धारा (1) के अधीन अधिसूचित भूमि के या ऐसी भूमि में या उस पर के अधिकारों के संबंध में एक रिपोर्ट या ऐसी भूमि के विभिन्न टुकड़ों या ऐसी भूमि में या उस पर के अधिकारों के संबंध में आपत्तियों पर अपनी सिफारिशों और उसके द्वारा की गई कार्यवाही के अभिलेख सहित विभिन्न रिपोर्टें केन्द्रीय सरकार को उसके विनिश्चय के लिए देगा।

(3) इस धारा के प्रयोजनों के लिए वह व्यक्ति किसी भूमि में हितबद्ध समझा जाएगा, जो प्रतिकर में हित का दावा करने का हकदार होगा, यदि भूमि या ऐसी भूमि में या उस पर के अधिकार इस अधिनियम के अधीन अर्जित कर लिए जाते हैं।”

टिप्पण 3 : केन्द्रीय सरकार ने कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता-700001 को, उक्त अधिनियम की धारा 3 के अधीन अधिसूचना संख्या का.आ. 905, तारीख 20 मार्च, 1987, जो भारत के राजपत्र, भाग II, खण्ड 3, उप-खण्ड (ii) में तारीख 4 अप्रैल, 1987 में प्रकाशित की गई थी, सक्षम प्राधिकारी नियुक्त किया है।

अनुसूची

चिरिमिरी ओसीएम, चिरिमिरी क्षेत्र,

जिला— कोरिया (छत्तीसगढ़)

(रेखांक संख्या एसईसीएल/बीएसपी/जीएम(पीएलजी)/भूमि/509, तारीख 24 मार्च, 2017)

सभी अधिकार :

(क) राजस्व भूमि :

क्रम संख्या	ग्राम का नाम	पटवारी हल्का संख्या	तहसील का नाम	जिला का नाम	क्षेत्र हेक्टर में	टिप्पणियां
1.	चिरिमिरी	07	खड़गवा	कोरिया	140.358	भाग
2.	भंडारदेई	07	खड़गवा	कोरिया	14.379	भाग
3.	भुकभुकी	07	खड़गवा	कोरिया	5.621	भाग
कुल : 160.358 हेक्टर (लगभग) या 396.24 एकड़ (लगभग)						

(ख) वन भूमि:

क्रम संख्या	वन का प्रकार	कम्पार्टमेंट संख्या	श्रेणी	प्रभार	क्षेत्र हेक्टर में	टिप्पणियां
1.	आरक्षित वन	549, 550	चिरिमिरी	कोरिया	112.000	भाग
कुल : 112.000 हेक्टर (लगभग) या 276.75 एकड़ (लगभग)						

कुल योग (क+ख) 272.358 हेक्टर (लगभग)

या 672.99 एकड़ (लगभग)

1. ग्राम चिरिमिरी (भाग) में अर्जित किए जाने वाले प्लॉट संख्या:

3/1 (भाग), 7/1, 11/1, 17/1, 18/1, 19/1, 20/1, 36/1 से 36/3, 36/5 से 36/11, 37 से 44, 46/3, 50/1, 50/2, 51, 52, 53/1, 53/2, 54 से 56, 57/2, 68/1, 69/1 से 69/8, 69/9क, 69/9/ख/1, 69/9/ख/2, 69/10, 69/12, 70/1, 71/1, 72/1, 115/1, 120/1, 121, 122, 123/1, 123/14, 123/15, 124 से 126, 127/1, 127/2, 128, 129/1, 129/2, 131 से 138, 139/1 से 139/4, 140, 141/1, 141/2, 142, 143/1, 143/1/क, 143/1/ख, 143/1/ग, 143/1/घ, 143/2, 143/3, 144 से 148, 150/1 से 150/3, 150/6 से 150/9, 151/1 से 151/11, 152 से 155, 156/1 से 156/4, 157 से 160, 161/3, 162, 163/1, 163/3, 164/1, 164/4.

2. ग्राम भंडारदेई (भाग) में अर्जित किए जाने वाले प्लॉट संख्या:

45/3, 103, 105/3, 108/1, 108/2/क, 108/2/ख, 112, 113/1, 113/2, 114/1, 114/2, 115/1 से 115/3, 116/1, 116/2, 117, 118, 119/2, 120/1, 120/2, 121/1, 121/2, 122 से 126.

3. ग्राम भुकभुकी (भाग) में अर्जित किए जाने वाले प्लॉट संख्या: 37, 38, 287.

सीमा वर्णन :**ब्लॉक - 1 :**

क-ख रेखा बिन्दु "क" से आरंभ होती है और आरक्षित वन के कम्पार्टमेंट संख्या 549 से होकर 549 के भागतः उत्तरी सीमा से होती हुई, प्लॉट संख्या 120/1, 120/2 से होकर 121/2, 119/2 के उत्तरी सीमा, 103 के पश्चिमी, पूर्वी और उत्तरी सीमा, 113/1, 113/2 के उत्तरी सीमा से होती हुई बिन्दु "ख" पर मिलती है।

- ख-ग रेखा बिन्दु "ख" से आरंभ होती है और ग्राम भंडारदेई के प्लॉट संख्या 114/2 के पश्चिमी सीमा, कम्पार्टमेंट संख्या 550 से होकर, 550 के उत्तरी सीमा से होती हुई बिन्दु "ग" पर मिलती है।
- ग-घ रेखा बिन्दु "ग" से आरंभ होती है और ग्राम भुकभुकी के प्लॉट संख्या 287 के पश्चिमी सीमा से होकर ग्राम चिरिमिरी में प्रवेश कर प्लॉट संख्या 36/11, 36/1, 36/2, 44, 46/3, 130, 50, 50/2, 57/2, 69, 70 के पश्चिमी सीमा से होती हुई 71, 72, 3/1, 17 से होकर 18/1 के दक्षिणी सीमा से होती हुई बिन्दु "घ" पर मिलती है।
- घ-ङ रेखा बिन्दु "घ" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 18/1 के पश्चिमी एवं उत्तरी सीमा, 3/1 के उत्तरी एवं पूर्वी सीमा, 72, 71, 70 से होती हुई बिन्दु "ङ" पर मिलती है।
- ङ-च रेखा बिन्दु "ङ" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 117/1, 115, 120/3, 165, 151/9, 151/1, 150/1 से होकर 150/4 के दक्षिणी सीमा, 149 और ग्राम चिरिमिरी-भुकभुकी के भागतः सम्मिलित सीमा से होती हुई बिन्दु "च" पर मिलती है।
- च-छ रेखा बिन्दु "च" से आरंभ होती है और ग्राम भुकभुकी के प्लॉट संख्या 287 से होकर 38 के पूर्वी सीमा से होती हुई आरक्षित वन कम्पार्टमेंट संख्या 549 से होती हुई बिन्दु "छ" पर मिलती है।
- छ-क रेखा बिन्दु "छ" से आरंभ होती है और आरक्षित वन के कम्पार्टमेंट संख्या 549 से होकर ग्राम भंडारदेई के प्लॉट संख्या 126, 124 के दक्षिणी सीमा, कम्पार्टमेंट संख्या 549 से गुजरती हुई आरंभिक बिन्दु "क" पर मिलती है।

ब्लाक - 2:

- ज-झ रेखा बिन्दु "ज" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 7 के उत्तरी सीमा से गुजरती हुई बिन्दु "झ" पर मिलती है।
- झ-ञ रेखा बिन्दु "ज" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 7 के दक्षिणी सीमा से गुजरती हुई बिन्दु "झ" पर मिलती है।
- ञ-ज रेखा बिन्दु "ज" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 7 के पश्चिमी सीमा से गुजरती हुई आरंभिक बिन्दु "ज" पर मिलती है।

ब्लाक - 3:

- ट-ठ रेखा बिन्दु "ज" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 11 के पूर्वी सीमा से गुजरती हुई बिन्दु "ठ" पर मिलती है।
- ठ-ड रेखा बिन्दु "ठ" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 11 के दक्षिणी सीमा से गुजरती हुई बिन्दु "ड" पर मिलती है।
- ड-ट रेखा बिन्दु "ड" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 11 के पश्चिमी एवं उत्तरी सीमा से गुजरती हुई आरंभिक बिन्दु "ट" पर मिलती है।

ब्लाक - 4 :

- ढ-ण रेखा बिन्दु "ढ" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 36/6 के उत्तरी, 36/6, 36/7, 36/5 के पूर्वी सीमा से गुजरती हुई बिन्दु "ण" पर मिलती है।
- ण-त रेखा बिन्दु "ण" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 36/5, 36/3 के दक्षिणी सीमा, 36/3 के पश्चिमी सीमा से गुजरती हुई बिन्दु "त" पर मिलती है।
- त-ढ रेखा बिन्दु "त" से आरंभ होती है और ग्राम चिरिमिरी के प्लॉट संख्या 36/3, 36/6 के पश्चिमी सीमा से होती हुई आरंभिक बिन्दु "ढ" पर मिलती है।

ब्लाक - 5:

- थ-द रेखा बिन्दु "थ" से आरंभ होती है और ग्राम भंडारदेई के प्लॉट संख्या 108/2ख, 108/1, 105/3 के पूर्वी, 105/3 के दक्षिणी सीमा से गुजरती हुई बिन्दु "द" पर मिलती है।
- द-ध रेखा बिन्दु "द" से आरंभ होती है और ग्राम भंडारदेई के प्लॉट संख्या 108/2क के दक्षिणी एवं पश्चिमी सीमा से गुजरती हुई बिन्दु "ध" पर मिलती है।
- ध-थ रेखा बिन्दु "ध" से आरंभ होती है और ग्राम भंडारदेई के प्लॉट संख्या 108/2क, 108/2ख के उत्तरी सीमा से गुजरती हुई आरंभिक बिन्दु "थ" पर मिलती है।

ब्लॉक - 6 :

- न-प रेखा बिन्दु "न" से आरंभ होती है और आरक्षित वन कम्पार्टमेंट संख्या 550 के पश्चिमी भाग से गुजरती हुई बिन्दु "प" पर मिलती है।
- प-फ रेखा बिन्दु "प" से आरंभ होती है और आरक्षित वन कम्पार्टमेंट संख्या 550 के उत्तरी भाग से गुजरती हुई बिन्दु "फ" पर मिलती है।
- फ-न रेखा बिन्दु "फ" से आरंभ होती है और आरक्षित वन कम्पार्टमेंट संख्या 550 के पूर्वी भाग से गुजरती हुई आरंभिक बिन्दु "न" पर मिलती है।

ब्लॉक - 7 :

- ब-भ रेखा बिन्दु "ब" से आरंभ होती है और ग्राम भंडारदेई के प्लॉट संख्या 45/3 के दक्षिणी और पश्चिमी सीमा से गुजरती हुई बिन्दु "भ" पर मिलती है।
- भ-म रेखा बिन्दु "भ" से आरंभ होती है और ग्राम भंडारदेई के प्लॉट संख्या 45/3 के उत्तरी सीमा से गुजरती हुई बिन्दु "म" पर मिलती है।
- म-ब रेखा बिन्दु "म" से आरंभ होती है और ग्राम भंडारदेई के प्लॉट संख्या 45/3 के पूर्वी सीमा से गुजरती हुई आरंभिक बिन्दु "ब" पर मिलती है।

[फा. सं. 43015/19/2016-एलए एण्ड आईआर]

सुजीत कुमार, अवर सचिव

MINISTRY OF COAL

New Delhi, the 19th May, 2017

S.O. 1253.—Whereas by the notification of the Government of India in the Ministry of Coal number S.O. 3548(E), dated the 23rd November, 2016 published in the Gazette of India, part II, section 3, sub-section (ii), dated the 25th November, 2016 issued under sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 or 1957) (hereinafter referred to as the said Act), the Central Government gave notice of its intention to prospect for coal in 272.429 hectare (approximately) or 673.17 acre (approximately) of the land in the locality specified in the Schedule annexed to that notification;

And whereas, the Central Government is satisfied that coal is obtainable in a part of the said lands prescribed in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 7 of the said Act, the Central Government hereby gives notice of its intention to acquire the land measuring 272.358 hectare (approximately) or 672.99 acre (approximately) and all rights in or over the said lands described in the Schedule appended hereto:

Note 1 : The plan bearing number SECL/ BSP/ GM(PLG)/ LAND/509, dated the 24th March, 2017 of the area covered by this notification may be inspected at the office of the Collector, District Korea (Chhattisgarh) or at the office of the Coal Controller, 1, Council House Street, Kolkata - 700001 or at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495006 (Chhattisgarh).

Note 2 : Attention is hereby invited to the provisions of section 8 of the said Act which provides as follows:-

“8. Objection to Acquisition.- (1) Any person interested in any land in respect of which a notification under section 7 has been issued, may, within thirty days of the issue of the notification, object to the acquisition of the whole or any part of the land or any rights in or over such land.

Explanation.- It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operation in the land for the production of coal and that such operation should not be undertaken by the Central Government or by any other person.

(2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, either makes a report in respect of the land which has been notified under sub-section (1) of section 7 or of rights in or over such land, or make different reports in respect of different parcels of such land or of rights in or over such land, to the Central Government, containing his recommendations on the objections, together with the record of the proceedings held by him, for the decision of that Government.

(3) For the purposes of this section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act. ”

Note 3: The Coal Controller, 1, Council House Street, Kolkata- 700001 has been appointed by the Central Government as the competent authority under section 3 of the said Act, vide notification number S.O. 905, dated the 20th March, 1987, published in part II, section 3, sub-section (ii) of the Gazette of India, dated the 4th April, 1987.

SCHEDULE

Chirimiri OCM, Chirimiri Area,

District – Korea (Chhattisgarh)

[Plan bearing number SECL/ BSP/ GM(PLG)/ LAND/ 509, dated the 24th March, 2017]

All Rights:

A. Revenue Land:

Sl. No.	Name of village	Patwari halka number	Tahsil	District	Area in hectare	Remarks
1.	Chirimiri	07	Khadgawan	Korea	140.358	Part
2.	Bhandardei	07	Khadgawan	Korea	14.379	Part
3.	Bhukbhuki	07	Khadgawan	Korea	5.621	Part
Total:160.358 hectare (approximately) or 396.24 acre (approximately)						

B. Forest Land:

Sl. No.	Type of Forest	Compartiment number	Range	Division	Area in hectare	Remarks
1.	Reserve Forest	549, 550	Chirimiri	Korea	112.000	Part
Total: 112.000 hectare (approximately) or 276.75 acre (approximately)						

Grand Total (A+B)= 272.358 hectares (approximately)
or 672.99 acres (approximately)

- Plot numbers to be acquired in village Chirimiri (Part): 3/1(P), 7/1, 11/1, 17/1, 18/1, 19/1, 20/1, 36/1 to 36/3, 36/5 to 36/11, 37 to 44, 46/3, 50/1, 50/2, 51, 52, 53/1, 53/2, 54 to 56, 57/2, 68/1, 69/1 to 69/8, 69/9Ka, 69/9/Kha/1, 69/9/Kha/2, 69/10, 69/12, 70/1, 71/1, 72/1, 115/1, 120/1, 121, 122, 123/1, 123/14, 123/15, 124 to 126, 127/1, 127/2, 128, 129/1, 129/2, 131 to 138, 139/1 to 139/4, 140, 141/1, 141/2, 142, 143/1, 143/1/Ka, 143/1/Kha, 143/1/Ga, 143/1/Gha, 143/2, 143/3, 144 to 148, 150/1 to 150/3, 150/6 to 150/9, 151/1 to 151/11, 152 to 155, 156/1 to 156/4, 157 to 160, 161/3, 162, 163/1, 163/3, 164/1, 164/4.
- Plot numbers to be acquired in village Bhandardei (Part): 45/3, 103, 105/3, 108/1, 108/2/Ka, 108/2/Kha, 112, 113/1, 113/2, 114/1, 114/2, 115/1 to 115/3, 116/1, 116/2, 117, 118, 119/2, 120/1, 120/2, 121/1, 121/2, 122 to 126.
- Plot numbers to be acquired in village Bhukbhuki (Part): 37, 38, 287.

Boundary description:

Block – 1 :

- A-B Line starts from point 'A' and passes in Reserve Forest through compartment number 549, along partly northern boundary of 549, through plot number 120/1, 120/2, along partly northern boundary of 121/2, 119/2, western, northern and eastern boundary of plot number 103, northern boundary of 113/1, 113/2 and meets at point 'B'.
- B-C Line starts from point 'B' and passes in village Bhandardei along western boundary of plot number 114/2, through compartment number 550, along northern boundary of compartment number 550 and meets at point 'C'.
- C-D Line starts from point 'C' and passes in village Bhukbhuki along western boundary of plot number 287 then enter in village Chirimiri and passes along western boundary of plot number 36/11, 36/1, 36/2, 44, 46/3, 130, 50, 50/2, 57/2, 69, 70, through 71, 72, 3/1, 17, along southern boundary of 18/1 and meets at point 'D'.
- D-E Line starts from point 'D' and passes in village Chirimiri along western and northern boundary of plot number 18/1, northern and eastern boundary of 3/1, through 72, 71, 70 and meets at point 'E'.
- E-F Line starts from point 'E' and passes in village Chirimiri through plot number 117/1, 115, 120/3, 165, 151/9, 151/1, 150/1, along southern boundary of 150/4, through 149, partly common boundary of villages Chirimiri-Bhukbhuki and meets at point 'F'.
- F-G Line starts from point 'F' and passes in village Bhukbhuki through plot number 287, along eastern boundary of 38, through compartment number 549 of Reserve Forest and meets at point 'G'.
- G-A Line starts from point 'G' and passes through Reserve Forest compartment number 549, along southern boundary of plot number 126, 124 of village Bhandardei, through compartment number 549 and meets at starting point 'H'.

Block – 2 :

- H-I Line starts from point 'H' and passes in village Chirimiri along northern boundary of plot number 7 and meets at point 'I'.
- I-J Line starts from point 'I' and passes in village Chirimiri along southern boundary of plot number 7 and meets at point 'J'.
- J-H Line starts from point 'J' and passes in village Chirimiri along western boundary of plot number 7 and meets at starting point 'H'.

Block – 3:

- K-L Line starts from point 'K' and passes in village Chirimiri along eastern boundary of plot number 11 and meets at point 'L'.
- L-M Line starts from point 'L' and passes in village Chirimiri along southern boundary of plot number 11 and meets at point 'M'.
- M-K Line starts from point 'M' and passes in village Chirimiri along western boundary of plot number 11 and meets at starting point 'K'.

Block – 4 :

- N-O Line starts from point 'N' and passes in village Chirimiri along northern boundary of plot number 36/6, eastern boundary of 36/6, 36/7, 36/5 and meets at point 'O'.
- O-P Line starts from point 'O' and passes in village Chirimiri along southern boundary of plot number 36/5, 36/3, western boundary of 36/3 and meets at point 'P'.
- P-N Line starts from point 'P' and passes in village Chirimiri along western boundary of plot number 36/3, 36/6 and meets at starting point 'N'.

Block – 5 :

- Q-R Line starts from point 'Q' and passes in village Bhandardei along eastern boundary of plot number 108/2Kha, 108/1, 105/3, southern boundary of 105/3 and meets at point 'R'.
- R-S Line starts from point 'R' and passes in village Bhandardei along southern and western boundary of plot number 108/2Ka and meets at point 'S'.
- S-Q Line starts from point 'S' and passes in village Bhandardei along northern boundary of plot number 108/2Ka, 108/2Kha and meets at starting point 'Q'.

Block – 6 :

- T-U Line starts from point 'T' and passes in Reserve Forest compartment number 550, through western part of compartment number 550 and meets at point 'U'.
- U-V Line starts from point 'U' and passes in Reserve Forest compartment number 550, through northern part of compartment number 550 and meets at point 'V'.
- V-T Line starts from point 'V' and passes in Reserve Forest compartment number 550, through eastern part of compartment number 550 and meets at starting point 'T'.

Block – 7 :

- W-X Line starts from point 'W' and passes in village Bhandardei along southern and western boundary of plot number 45/3 and meets at point 'X'.
- X-Y Line starts from point 'X' and passes in village Bhandardei along northern boundary of plot number 45/3 and meets at point 'Y'.
- Y-W Line starts from point 'Y' and passes in village Bhandardei along eastern boundary of plot number 45/3 and meets at starting point 'W'.

[F. No. 43015/19/2016-LA&IR]

SUJEET KUMAR, Under Secy.

नई दिल्ली, 19 मई, 2017

का.आ. 1254.-केन्द्रीय सरकार को यह प्रतीत होता है कि इससे उपाबद्ध अनुसूची में वर्णित परिक्षेत्र की भूमि में से कोयला अभिप्राप्त होने की संभाव्यता है;

और उक्त अनुसूची में वर्णित भूमि के क्षेत्र के विवरण अंतर्विष्ट करने वाला रेखांक संख्यांक जीएम/जेएनआर/लैंड/सीबीए/2016/1, तारीख 1 दिसम्बर, 2016 का निरीक्षण निदेशक तकनीकी (पी एण्ड पी), ईस्टर्न कोलफील्ड्स लिमिटेड, संकतोड़िया, डाकघर दिशेरगढ़, जिला बर्द्धवान (पश्चिम बंगाल), पिन कोड-713 333 के कार्यालय में या मुख्य महाप्रबंधक (खोज प्रभाग), सेंट्रल माइन प्लानिंग एण्ड डिजाइन इन्स्टीच्यूट लिमिटेड, गोंडवाना पैलेस, कांके रोड, राँची (झारखंड) के कार्यालय में या कोयला नियंत्रक, 1, काउंसिल हाउस स्ट्रीट, कोलकाता- 700001 के कार्यालय में या जिला कलेक्टर, जिला बर्द्धवान-713 333, पश्चिम बंगाल के कार्यालय में किया जा सकता है।

अतः, अब, केन्द्रीय सरकार, कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 4 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त अनुसूची में वर्णित भूमि में कोयले का पूर्वोक्षण करने के अपने आशय की सूचना देती है।

उक्त अनुसूची में वर्णित भूमि में हितबद्ध कोई व्यक्ति -

- (i) संपूर्ण भूमि या उसके किसी भाग या ऐसी भूमि में या उसके ऊपर किन्हीं अधिकारों के अर्जन पर आक्षेप कर सकेगा; या
- (ii) उक्त अधिनियम की धारा 4 की उप-धारा (3) के अधीन की गई किसी कार्रवाई से कारित हुई या संभाव्य रूप से कारित होने वाली नुकसानी के लिए उक्त अधिनियम की धारा 6 के अधीन प्रतिकर का दावा कर सकेगा; या
- (iii) उक्त अधिनियम की धारा 13 की उप-धारा (1) के अधीन, समाप्त हो गई पूर्वोक्षण अनुज्ञप्तियों के संबंध में या उक्त अधिनियम की धारा 13 की उप-धारा (4) के अधीन समाप्त हो गये खनन पट्टे के लिए प्रतिकर का दावा कर सकेगा और उक्त अधिनियम की धारा 13 की उप-धारा (1) के खंड (i) से खंड (iv) में विनिर्दिष्ट मदों के संबंध में उपगत व्यय को उपदर्शित करने के लिए उक्त भूमि से संबंधित सभी मानचित्रों, सारणियों और अन्य दस्तावेजों को,

इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नब्बे दिनों के भीतर निदेशक (तकनीकी) (पी एण्ड पी), ईस्टर्न कोलफील्ड्स लिमिटेड, संकतोड़िया, डाकघर दिशेरगढ़, जिला बर्द्धवान-713 333 (पश्चिम बंगाल) के कार्यालय को सुपुर्द करेगा।

अनुसूची

झांजरा – जामगोरा ब्लॉक, रानीगंज कोलफील्ड्स

जिला - बर्दवान (पश्चिम बंगाल)

(रेखांक संख्यांक जीएम/जेएनआर/लैंड/सीबीए/2016/1, तारीख 1 दिसम्बर, 2016)

क्रम सं०	मौजा (ग्राम)	जे.एल. संख्या	पुलिस स्टेशन (थाना)	जिला	क्षेत्र हेक्टेयर में	टिप्पणियां
1.	तिलबोनी	20	फरीदपुर	बर्दवान	0.85	भाग
2.	लौदोहा	21	फरीदपुर	बर्दवान	6.26	भाग
3.	चक लौदोहा	22	फरीदपुर	बर्दवान	14.64	भाग
4.	जामगोरा	23	फरीदपुर	बर्दवान	8.25	भाग
कुल: 30 हेक्टेयर (लगभग) या 74.13 एकड़ (लगभग)						

सीमा-वर्णन:**पैच-1**

- क- ग रेखा बिंदु 'क' से प्रारंभ होकर (जोकि प्रस्तावित क्षेत्र और मौजूदा क्षेत्र की सम्मिलित बिंदु) और बिंदु 'ख' की प्रस्तावित और मौजूदा क्षेत्र की सीमा से होते हुए और बिन्दु 'ग' (मौज़ा जामगोरा और चक लौदोहा की सामान्य सीमा) पर मिलती है ।
- ग- थ रेखा बिन्दु 'ग' से प्रारंभ होकर और बिंदु घ, ड., च, छ, ज, झ, ञ, ट, ठ, ड, ढ, ण, और त से होते हुए और मौज़ा चक लौदोहा से मिलती है और बिंदु 'थ' (मौज़ा जामगोरा और चक लौदोहा की सामान्य बिन्दु है) पर मिलती है।
- थ-द रेखा बिंदु 'थ' से प्रारंभ होकर और मौज़ा जामगोरा से निकलती है और बिंदु 'द' पर मिलती है (मौज़ा जामगोरा और चक लौदोहा की सामान्य सीमा है) ।
- द- ध रेखा बिंदु 'द' से प्रारंभ होकर और रेखा मौज़ा चक लौदोहा से निकलती है और बिंदु 'ध' में मिलती है (मौज़ा जामगोरा और चक लौदोहा की सामान्य सीमा) ।
- ध- क रेखा बिंदु 'ध' और 'न' से प्रारंभ होकर और मौज़ा जामगोरा से निकलती है और बिंदु 'क' में मिलती है (जोकि प्रस्तावित क्षेत्र के प्रारंभिक बिन्दु पर मिलती है) ।

पैच-2

- 1- 9 रेखा बिंदु 1 से प्रारंभ होकर (जोकि प्रस्तावित क्षेत्र और मौजूदा क्षेत्र की सम्मिलित बिंदु है) और बिंदु 2, 3, 4, 5, 6, 7 और 8 से गुजरती है और प्रस्तावित और मौजूदा क्षेत्र की सीमा रेखा से हो कर और बिंदु 9 में मिलती है (जोकि मौज़ा लौदोहा और मौज़ा तिलबोनी का सामान्य बिन्दु है) ।
- 9- 11 रेखा बिंदु 9 और बिन्दु 10 प्रारंभ होकर, मौज़ा तिलबोनी से गुजरते हुए और बिंदु 11 पर मिलती है (जोकि मौज़ा तिलबोनी और लौदोहा का सामान्य बिन्दु है) ।
- 11- 1 रेखा बिंदु 11 और 12 से प्रारंभ होकर, मौज़ा लौदोहा से गुजरती है और बिंदु 1 पर मिलती है (जोकि प्रस्तावित क्षेत्र और मौजूदा क्षेत्र का सामान्य बिंदु है) ।

[फा. सं. 43015/15/2017-एलए एण्ड आईआर]

सुजीत कुमार, अवर सचिव

New Delhi, the 19th May, 2017

S.O. 1254.—Whereas it appears to the Central Government that coal is likely to be obtained from the land in the locality described in the schedule annexed hereto ;

and, whereas, the plan bearing number GM/JNR/LAND/CBA/2016/1, dated the 1st December, 2016 containing details of the area of land described in the said Schedule may be inspected at the office of the Director Technical (P and P), Eastern Coalfields Limited, Sanctoria, P. O. Disergarh, District- Burdwan (W.B.), PIN Code- 713333 or at the office of the Chief General Manager(Exploration Division), Central Mine Planning and Design Institute Limited, Gandwana Place, Kanke Road, Ranchi (Jharkhand) or at the of the Coal Controller, 1, Council House Street, Kolkata- 700001 or at the office of the District Collector, District Burdwan-713 333, West Bengal.

Now, therefore, in exercise of the powers conferred by sub- section (1) of section 4 of Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), (hereinafter referred to as the said Act), the Central Government hereby gives notice of its intention to prospect for coal from the land described in the said Schedule.

Any person interested in the land in the land described in the said Schedule may, –

- (i) object to the acquisition of the whole or any part of the land or of any rights in or over the said land; or
- (ii) claim compensation under section 6 of the said Act for any damage caused or likely to be caused by any action taken under sub-section (3) of section 4 thereof ; or
- (iii) claim compensation under sub-section (1) of section 13 of the said Act, in respect of prospecting license ceasing to have effect or under sub-section (4) of section 13 of the said Act for mining lease ceasing to have effect and deliver all maps, charts and other documents relating to the aforesaid land to show the expenditure incurred in respect of items specified in clauses (i) to (iv) of sub-section (1) of section 13 of the said Act,

to the office of the Director (Technical) (P and P), Eastern Coalfields Limited, Sanctoria, P.O. Disergarh, District Burdwan-713333 (West Bengal) within a period of ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE

Jhanjra – Jamgora Block , Raniganj Coalfields

District – Burdwan (West Bengal)

(Plan bearing number GM/JNR/LAND/CBA/2016/1,dated the 1st December, 2016)

Sl. No.	Mouza (Village)	J.L. number	Police Station (Thana)	District	Area in hectare	Remarks
1.	Tilaboni	20	Faridpur	Burdwan	0.85	Part
2.	Laudoha	21	Faridpur	Burdwan	6.26	Part
3.	Chak Laudoha	22	Faridpur	Burdwan	14.64	Part
4.	Jamgora	23	Faridpur	Burdwan	8.25	Part
Total : 30.00 hectare (approximately) or 74.13 acre (approximately)						

Boundary Description:

PATCH - 1

- A – C Line starts from point A (the common point of the proposed area and the existing area) and point B passes through the boundary line between proposed and existing area and meets at point C (common point of Mouza Jamgora and Chak Laudoha) .
- C – Q Line starts from point C and point D, E, F, G, H, I, J, K, L, M, N, O and P all passes though Mouza Chak Laudoha and meets at point Q (common point of Mouza Jamgora and Chak Laudoha) .
- Q – R Line starts from point Q and passes through Mouza Jamgora and meets at point R (common point of Mouza Jamgora and Chak Laudoha) .

- R – S Line starts from point R and passes through Mouza Chak Laudoha and meets at point S (common point of Mouza Jamgora and Chak Laudoha) .
- S – A Line starts from point S and Point T passes through Mouza Jamgora and meets at point A (the starting point of the proposed area).

PATCH - 2

- 1 – 9 Line starts from point 1 (the common point of the proposed area and the existing area) and point 2, 3, 4, 5, 6, 7 and 8 passes through the boundary line between proposed and existing area and meets at point 9 (common point of Mouza Laudoha and Tilaboni) .
- 9 – 11 Line starts from point 9 and point 10 passes through Mouza Tilaboni and meets at point 11 (common point of Mouza Tilaboni and Laudoha) .
- 11- 1 Line starts from point 11 and point 12 passes through Mouza Laudoha and meets at point 1(the common point of the proposed area and the existing area).

[F. No. 43015/15/2017-LA&IR]

SUJEET KUMAR, Under Secy.

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 9 मई, 2017

का.आ. 1255.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ सं. 93/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-39025/01/2010-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 9th May, 2017

S.O. 1255.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 93/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 09.05.2017.

[No. L-39025/01/2010-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAIFriday, the 21st April, 2017**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 93/2015****BETWEEN :**

Sri J. Alwin Edwin

: 1st Party/Petitioner

AND

1. The Functional Manager – HRD : 2nd Party/1st Respondent
Punjab National Bank
HRD Department, Circle Office
PNB House, Kailasapuram
Trichy-620014
2. The Branch Manager : 2nd Party/2nd Respondent
Punjab National Bank
Palani
Dindigul District

Appearance:

- For the 1st Party/Petitioner : Sri R. Sivakumar, Advocate
 For the 2nd Party/1st Respondent : Sri S. Jayaraman, Advocate
 For the 2nd Party/2nd Respondent : None

AWARD

This is an Industrial Dispute taken on file under 2(A)(2) of the Industrial Disputes Act, 1947 (as amended by Act-24 of 2010 w.e.f. 15.09.2010)

The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner worked in Punjab National Bank, Palani Branch as a Peon during the period from 09.03.2012 to 16.07.2012 in the vacancy that has arisen on the death of a permanent employee. Before employing the petitioner he was interviewed and all his certificates were scrutinized. The petitioner was getting a consolidated salary of Rs. 3,000/- a month. The petitioner was dismissed from service without any notice and without conducting any enquiry, after 130 days of service. The termination of the petitioner is in violation of the principles of natural justice. An Award may be passed directing the Respondents to reinstate the petitioner in service with backwages.

2. The Respondents have filed Counter Statement contending as below:

The petition is not maintainable under Section-2(A)(2) of the Industrial Disputes Act, the government having refused to refer the matter for adjudication. It is incorrect to state that the petitioner was appointed in the Respondent Bank on 09.03.2012 after interview and scrutiny of his certificates of qualification. The averment that the petitioner was appointed in the place of a permanent employee who died on 07.03.2012 also is denied. The averment that the petitioner was getting a monthly salary of Rs. 3,000/- also is not correct. So also the claim that the petitioner was dismissed from service after completion of 130 days also is not correct. The petitioner was never appointed by the Bank and so there was no question of issuing notice or dismissing him also. There was never any employer-employee relationship between the Respondents and the petitioner. The petitioner is not entitled to any relief.

3. The petitioner has filed rejoinder denying the allegations in the Counter Statement and reiterating his case in the Counter Statement.

4. The evidence in the case consists of oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W13 and Ext.M1 to Ext.M7.

5. **The points for consideration are:**

- (i) Whether the petitioner was an employee of Punjab National Bank?
- (ii) Whether the petitioner was dismissed from service by the Respondent?
- (iii) What, if any is the relief to which the petitioner is entitled?

The Points

6. The petitioner has filed the Claim Petition seeking an Award for his reinstatement in the service of the Punjab National Bank. According to the petitioner he had worked in the Bank for 130 days during the period between 09.03.2012 and 16.07.2012 in the vacancy that has occurred on the death of a permanent employee. He has alleged that he was dismissed from service unceremoniously without any issuing any notice as contemplated by law and without conducting any enquiry. The stand of the Respondents is that the Punjab National Bank has never employed the petitioner and there was never any employer-employee relationship between them. So there was no question of the petitioner being dismissed from service also. It is also contended by the Respondents that the appropriate government having refused to refer the matter for adjudication, the petition is not maintainable at all.

7. The contention raised by the Respondents regarding maintainability of the petition is without any basis. Section-2A does not state that reference by the appropriate government is a precondition for making a claim under the Section. On the other hand it is intended as swift remedy for individual workman without the backup of a Trade Union for appropriate relief. The only restriction is that the remedy will be available only if he is discharged, dismissed or otherwise terminated from service and the dispute is arising out of such discharge, dismissal, retrenchment or termination and also that it should have been filed after expiry of 45 days of from the date he has made application to the Conciliation Officer of the appropriate government for conciliation of the dispute and is filed within 3 years from the date of discharge, dismissal, retrenchment, etc. The petitioner has approached this Tribunal with the Claim complying with these pre-conditions.

8. Has the petitioner got a case on merits? The Respondents have contended that the petitioner was not an employee of the Bank at all. In fact the petitioner does not seem to have produced any documents to prove his claim before the Conciliation Officer and the refusal of the appropriate government to refer the dispute for adjudication was on account of this. Before this Tribunal, the petitioner has given evidence as WW1 and marked some documents on his side. Ext.W1 to Ext.W12 are not of any use in deciding the question whether the petitioner was ever an employee of the Bank. Ext.W1 to Ext.W4 are all representations said to have been by the petitioner. There is no proof as to whether these were received by the addressees. Ext.W5 is the certificates regarding educational qualification of the petitioner. Ext.W6 is his employment card and Ext.W7 is the community certificate issued to him. Exts.W9 to Ext.W12 are all documents pertaining to the conciliation proceedings before the Asstt. Labour Commissioner (Central). None of these are of any use in deciding the question whether the petitioner had been an employee of the Bank.

9. There is of course the oral evidence given by the petitioner that he had been working in the Bank during the period specified. Though he has claimed in the Claim Statement that he was interviewed before he was appointed, during his cross-examination he has stated that there was no such interview. He was not issued with any dismissal order also. He had not signed any attendance register in the Bank. Though he had stated that Ext.W1 to Ext.W4 are the representations given by him seeking regularization to the Manager of the Branch, there is nothing to show that these were sent or were received by the concerned addressees.

10. The only document that remains and requires consideration while deciding whether the petitioner was employed by the Bank or not is Ext.W3 containing a series of photocopies of cash payment vouchers of various dates of 2012. These enlarged photocopies described as Cash Payment Vouchers contain a column for the signature of Manager, Officer and Daftary. The petitioner has in fact produced these documents after getting the evidence re-opened, at the last stage. According to the petitioner, these are the voucher bundle slips and will be tied over the bundle of vouchers. The petitioner has stated that the vouchers contains his signature and also the signature of the particular Officer whom he was accompanying. He stated during his cross-examination that four photocopies in the series are the slips placed outside the bundle of vouchers and the remaining are portions of page of Dak Delivery Register. According to him, he has taken photocopies of these documents while he was working, intending his safety in service.

11. The genuineness of Ext.W13 (series) are denied by the Respondents. In the documents in the series there is column for signature of Manager, Officer and Daftary. Initials are found in some of them. The case of the petitioner is that he is one who has put initial as Daftary in this. So also he has claimed that he has put his initial in the pages of Dak Delivery Register also. With these initials supported by oral evidence of the petitioner alone it will be difficult to accept the case that he was an employee of the Bank.

12. MW1, a retired Manager of the Punjab National Bank has been examined on behalf of the Respondents. According to this witness he was the Manager of the Palani Branch from October 2010 and had been there till October 2013. Thus according to him he was the Manager during the period claimed by the petitioner to be in employment of the Bank at Palani Branch. This witness has stated that the case of the petitioner that he was appointed by the Branch is not true. He stated that the Branch Manager has no powers at all to appoint anyone. According to him Manoharan was the Peon when he was in that Branch. On death of Manoharan no one was appointed as Peon. Ext.M6 (series) are produced and marked through MW1 to disprove the case put forth by the petitioner through Ext.M13. These are described as voucher bundle card. These are original documents. In these cards there is column for signature by the Manager, Officer and Daftary. But only the Manager has signed in these vouchers. The column for signature of Officer and Daftary are seen left blank. One does not know if these are the genuine vouchers or whether Ext.W13 (series) are the photocopies of the genuine vouchers. However, in the absence of any other evidence, on the basis of Ext.W13 alone it is difficult to accept the case of the petitioner that he was working in the establishment.

13. Even if the case of the petitioner that he had worked in the establishment for 130 days is assumed to be true, what is the relief that is available to him? Section-25F of the ID Act is applicable only if the workman has been in continuous service for not less than one year. There was no question of serving notice or paying in lieu of notice or

paying compensation as he was in service only for 130 days. The relief of reinstatement would not have been available to the petitioner in any case. So the petitioner is not entitled to any relief.

In view of the above discussion the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this 21st April, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner : WW1, Sri J. Alwin Edwin
For the 2nd Party/Respondents : MW1, Sri N.R. Sukumar

On the Petitioner's side:

Ext.No.	Date	Description
Ext.W1	10.05.2012	Representation letter
Ext.W2	27.06.2012	Representation letter
Ext.W3	07.07.2012	Representation letter
Ext.W4	27.08.2012	Representation letter
Ext.W5	-	Certificates showing educational qualification
Ext.W6	16.06.1988	Employment Card
Ext.W7	-	Community Certificate
Ext.W8	-	Petition filed by the petitioner
Ext.W9	-	Counter filed by PNB
Ext.W10	02.05.2014	Rejoinder
Ext.W11	31.05.2014	Failure Report
Ext.W12	20.10.2014	Appeal rejection order

On the Management's side:

Ext.No.	Date	Description
Ext.M1	04.01.2013	Letter from the Bank to Mr. Jayaraj (Ex-employee and father of petitioner) in reply to his letter dated 19.12.2012
Ext.M2	03.02.2014	Petition filed by the petitioner before the A.C.L. (Central) under Sect.2-B of the I.D. Act
Ext.M3	27.01.2014	Reply filed by the Bank
Ext.M4	31.05.2014	Conciliation failure report submitted by the RLC (Central), Madurai to the Government
Ext.M5	20.10.2014	Order of the Government declining to refer the matter for adjudication
Ext.M6	17.03.2012	Voucher Bundle Card
(series)	20.03.2012	Voucher Bundle Card
	17.05.2012	Voucher Bundle Card
	11.06.2012	Voucher Bundle Card
	20.06.2012	Voucher Bundle Card
	30.06.2012	Voucher Bundle Card
Ext.M7	21.11.1985	Clean typed copy of the above circular

नई दिल्ली, 9 मई, 2017

का.आ. 1256.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ सं. 10/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/61/2007-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1256.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 10/2008) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 09.05.2017.

[No. L-12011/61/2007-IR (B-II)]

RAVI KUMAR, Desk Officer

अनुबंध

केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, जयपुर

सी.जी.आई.टी. प्रकरण सं. 10 / 2008

भरत पाण्डेय

पीठासीन अधिकारी

रेफरेन्स नं. एल-12011/61/2007-आईआर (बी-II) दिनांक 11/1/2008

The General Secretary,
Association of Punjab National Bank Employees,
C-13, Ojhaji ka Bagh,
Gandhi Nagar Mod,
Jaipur- 302015 (Rajasthan)

V/s

The Senior Regional Manager,
Punjab National Bank
Regional Office, Near Bus Stand,
Alwar – Rajasthan

प्रार्थी की तरफ से : श्री आर. सी. जैन – प्रतिनिधि

अप्रार्थी की तरफ से : श्री राजेन्द्र अरोरा – एडवोकेट

: पंचाट :

दिनांक : 16.03.2017

1. केन्द्रीय सरकार द्वारा औद्योगिक विवाद अधिनियम 1947 की धारा 10 उपधारा 1खण्ड (घ) के अन्तर्गत दिनांक 11.1.2008 के आदेश से प्रेषित विवाद के आधार पर यह प्रकरण न्यायनिर्णयन हेतु संस्थित है। केन्द्रीय सरकार द्वारा प्रेषित विवाद निम्नवत् है :-

“Whether the action of the management in debarring Shri Gyanchand Sharma, Peon for the promotion to clerical cadres in terms of Bipartite Settlement dated 07.12.2001 is legal and just? If not, to what relief the concerned workman is entitled ?”

2. याचिका में दिये गये तथ्य के अनुसार संक्षिप्ततः प्रार्थी यूनियन का कथन है कि श्री ज्ञानचन्द शर्मा, पंजाब नेशनल बैंक, शाखा-बडौदा मेव (जिला अलवर) में चपरासी/दफ्तरी के पद पर कार्यरत है।

3. श्री ज्ञानचन्द शर्मा दसवीं पास होने के कारण शाखा में आवश्यकता के अनुरूप लिपिकीय वर्ग का स्थानापन्न कार्य करते रहे हैं।
4. बैंक के शाखा प्रबन्धक, बडौदा मेव द्वारा कार्यालय आदेश संख्या 17 /06 दिनांक 02.05.2006 द्वारा श्री ज्ञानचन्द शर्मा को प्रधान खंजाची के पद पर कार्य करने एवं कैश की चाबियां सम्भालने के निर्देश दिए गये।
5. श्री ज्ञानचन्द शर्मा द्वारा कार्यालय आदेश के प्रत्युत्तर में लिखकर दिया गया कि "मैं हैड कैशियर का कैस में काम नहीं कर सकता और कार्य बताएं मैं करने को तैयार हूँ"।
6. बैंक द्वारा बहुमत प्राप्त कामगार संगठन ऑल इंडिया पी.एन.बी. एम्पलाइज फेडरेशन से दिनांक 6.12.2001 को एक समझौता सम्पन्न किया गया जिसे विपक्षी बैंक द्वारा मानव संसाधन विकास परिपत्र सं. 52 दिनांक 7 दिसम्बर 2001 के जरिए जारी किया गया। इस समझौते के पैरा 3.4 में प्र.ख. श्रेणी "सी" के कार्य के लिए कामगार द्वारा मना करने पर प्र.ख. श्रेणी "ई", "सी" एवं श्रेणी "ए" के लिए पदोन्नति एवं स्थानापन्न के अवसरों से दो वर्ष के लिए वंचित (डिबार) किए जाने का प्रावधान था। यह प्रावधान विपक्षी बैंक में दिनांक 31.05.2006 तक यथावत लागू थे तथा विपक्षी बैंक की शाखा बडौदा मेव में प्र.ख. श्रेणी "सी" का पद उक्त दिवस को स्वीकृत था।
7. बिन्दु क्रमांक 5 में वर्णित प्रावधानों के अनुरूप जब किसी लिपिक द्वारा प्र.ख. श्रेणी "ए" अथवा "सी" के कार्य के लिए मना किया जाता है तो उसे सम्बन्धित प्र.ख. की श्रेणी के लिए पदोन्नति एवं स्थानापन्न के अवसरों से वंचित किया जाता है न कि लिपिक पद से वंचित किया जाता है।
8. विपक्षी बैंक के शाखा प्रबन्धक, बडौदा मेव के द्वारा बिन्दु क्रमांक 5 में वर्णित द्विपक्षीय समझौते के प्रावधानों की अवहेलना कर प्रार्थी को पत्र दिनांक 02.05.2006 के माध्यम से लिपिकीय संवर्ग में कार्य हेतु वंचित (डिबार) करने के आदेश थमा दिए गए।
9. प्रार्थी द्वारा इस बाबत दिनांक 30.05.2006 को विरोध पत्र दिया गया जिसमें बताया गया कि उनके द्वारा मात्र प्रधान खंजाची के कार्य से मना किया गया है, लिपिकीय कार्य के लिए नहीं, अतः समझौते की शर्तों के अनुरूप उन्हें लिपिकीय संवर्ग के कार्य हेतु डिबार नहीं किया जा सकता।
10. विपक्षी बैंक में किसी भी अधीनस्थ वर्ग के कर्मचारी को प्रधान खजान्ची का स्थानापन्न भत्ता नहीं दिया जाता है, मात्र लिपिकीय कार्य करने का भत्ता दिया जाता है। आगे कहा गया है, "यदि अधीनस्थ कर्मचारी को प्र.ख. का भत्ता देय होता तो विपक्षी बैंक सम्बन्धित प्रावधान एवं बैंक के किसी भी एक अधीनस्थ कर्मी को यह भत्ता दिया गया हो तो उसे अवगत कराए।"
11. विपक्षी बैंक द्वारा अधीनस्थ संवर्ग से लिपिकीय संवर्ग हेतु दिनांक 17.12.2006 को आयोजित किए जाने वाली लिखित परीक्षा हेतु आवेदन मांगे गए। श्री ज्ञानचन्द शर्मा द्वारा आवेदन किया गया लेकिन विपक्षी बैंक द्वारा प्रार्थी के आवेदन को स्वीकार नहीं किया गया।
12. विपक्षी बैंक द्वारा हमारे शीर्ष संगठन के अचल सचिव श्री ज्ञानचन्द शर्मा को लिपिकीय संवर्ग हेतु अनुचित तरीके से डिबार कर, लिपिकीय संवर्ग की परीक्षा में बैठने से जबरन रोका गया तथा बाद में क्षेत्रीय श्रम आयुक्त, जयपुर के हस्तक्षेप से अनुमति प्रदान की गई लेकिन परिणाम अभी तक घोषित नहीं किया गया है। आगे यह भी लिखा है कि श्री ज्ञानचन्द शर्मा को लिपिकीय वर्ग पर कार्य करने पर दिनांक 02.05.2006 को दिये गये डिबार के आदेशों को अवैध घोषित कर निरस्त करने की कृपा करें। श्री ज्ञानचन्द शर्मा को अनुचित डिबार कर उनसे कनिष्ठ चपरासी श्री हरिराम मीणा को दिनांक 02.05.2006 से लिपिकीय संवर्ग का जो भत्ता प्रदान किया गया है उसके अनुरूप ही श्री ज्ञानचन्द शर्मा लिपिकीय वर्ग के स्थानापन्न भत्ते एवं समस्त एरियर तथा अन्य लाभ प्राप्त करने के अधिकारी है एवं प्रार्थी एरियर की राशि पर 18 प्रतिशत की दर से ब्याज सहित हर्जा पाने का भी अधिकारी है, अतः विपक्षी से याचित अनुतोष एवं धनराशि हर्जा सहित दिलाया जाए।
13. प्रार्थी की याचिका के प्रस्तरवार जवाब में प्रस्तर एक के कथन को स्वीकार किया गया है कि प्रार्थी श्री ज्ञानचन्द शर्मा बैंक की शाखा बडौदा मेव बैंक जिला अलवर में चपरासी/दफ्तरी के पद पर कार्यरत है।
14. प्रस्तर दो के कथन को अंशतः स्वीकार करते हुए कहा गया है कि कथन इस हद तक स्वीकार है कि प्रार्थी के दसवीं पास होने के कारण उसे बैंक के नियमों के अन्तर्गत आवश्यकतानुसार समय-समय पर लिपिकीय कार्य का दायित्व भी दिया जाता रहा तथा उस कार्य के लिए उसे अनुमन्य भत्ते भी दिये गये। आगे यह कथन है कि प्रार्थी को शाखा प्रबन्धक, बैंक ने दिनांक 02.05.2006 को लिखित आदेश दिया कि प्रार्थी स्थानापन्न के रूप में खजान्ची का कार्य करे परन्तु प्रार्थी ने लिखित रूप में कार्य करने से इन्कार करते हुए शाखा प्रबन्धक, के लिखित आदेश पर निम्न टिप्पणी लिखी :- "कैस में काम नहीं कर सकता अतः और कार्य बताएं" उक्त इन्कार के कारण प्रार्थी को लिपिक संवर्ग में पदोन्नति एवं स्थानापन्न हेतु डिबार किया गया जिसमें कोई अनियमितता या अवैधानिकता नहीं है। यह भी कहा है कि यह कार्यवाही बैंक के परिपत्र संख्या 1289 दिनांकित 21.6.91 के बिन्दु 8 के अनुसार की गयी।
15. प्रार्थी ने याचिका के प्रस्तर चार में यह उल्लेख किया है कि उसने शाखा प्रबन्धक के आदेश दिनांक 02.05.2006 पर इन्कार के सम्बन्ध में जो टिप्पणी की थी वह निम्नवत् है:- "मैं हैड कैशियर का कैस में काम नहीं कर सकता और कार्य

बताएं मैं करने को तैयार हूँ। विपक्ष ने प्रार्थी द्वारा स्वीकार की गयी उक्त टिप्पणी के सम्बन्ध में वादोत्तर के प्रस्तर चार में जवाब देते हुए यह कहा है प्रार्थी ने उक्त टिप्पणी के सम्बन्ध में याचिका के प्रस्तर चार में गलत उल्लेख किया है और मूल टिप्पणी के प्रारम्भ में “मे हैड कैशियर का” और अन्त में “मैं करने को तैयार हूँ” इबारत जोड़ दी है। बैंक का कथन है कि प्रार्थी ने उक्त अतिरिक्त इबारत जोड़कर बैंक की रिकार्ड में छेड़छाड़ की। इस सम्बन्ध में प्रार्थी से शाखा प्रबन्धक, ने स्पष्टीकरण की मांग पत्र दिनांक 26.05.2006 (अनुलग्नक-3) द्वारा की है। अनुलग्नक एल-1 शाखा प्रबन्धक, का आदेश दिनांक 02.05.2006 है। अनुलग्नक-3 पत्रावली पर नहीं है।

16. प्रस्तर 3,5,7,8,9,10 एवं 11 के कथन को अस्वीकार किया गया है और अतिरिक्त कथन यह कहा गया है कि याचिका के प्रस्तर पॉच में प्रार्थी ने जिस परिपत्र दिनांक 7.12.2001 तथा समझौता दिनांक 6.12.2001 का उल्लेख किया है वह प्रार्थी के सन्दर्भ में लागू नहीं होते हैं। यह भी कहा गया है कि समझौता दिनांकित 6.12.2001 केवल कैशियर्स (लिपिकीय वर्ग) की विभिन्न श्रेणी की पोस्टो “ए” “सी” एवं “ई” पर लागू होता है न कि चपरासी/दफ्तरी आदि को लिपिकीय कार्य स्थानापन्न के रूप में सौंपने पर लागू होता है। यह भी कहा गया है कि इस पूरे समझौते में कही भी अधीनस्थ कर्मचारी को स्थानापन्न रूप में लिपिकीय वर्ग की जिम्मेदारी सौंपे जाने हेतु प्रक्रिया निर्धारित नहीं की गयी है। इस हेतु बैंक द्वारा जारी परिपत्र संख्या 1289 दिनांकित 21.6.91 लागू होता है। उक्त परिपत्र संख्या 1289 के प्रस्तर 8 में व्याख्या प्रार्थी के मामले में लागू होती है जो निम्नवत् है :-

“The Bank Management may provide opportunity to workmen in the subordinate cadre than Armed Guards, Chowkidars, Full time Sweepers or farashes or Cleaners drawing full scale wages, the basis of branch wise-department-wise seniority to officiate in clerical cadre, who are either graduate or have passed matriculation examination in first class or to those who are at least matriculate with a minimum of 2 years service. This opportunity to officiate in clerical cadre shall be given as per the requirement of the bank and subject to fitness of the workmen concerned to work in the higher post. No opportunity to officiate in clerical cadre shall be given to the non matriculate sub staff or to the Armed Guards, Chowkidars, Full time Sweepers or Cleaners or farashes drawing full scale wages even though they are matriculate or graduate. Such officiating opportunity shall, however not be given in a routine manner or as a matter of course. Refusal by a workmen in subordinate cadre to officiate in clerical cadre in the same branch/department shall debar him from promotion as well as giving of opportunity to officiate in clerical cadre for one year w.e.f. the date of such refusal.

बैंक कर्मचारियों को दो मुख्य कैटगरीज में बाटा गया है— वर्कमेन एण्ड नोन वर्कमेन। वर्कमेन के अन्तर्गत सर्वोडिनेट स्टाफ व क्लेरिकल स्टाफ आते हैं और हैड कैशियर की कोई अलग कैटगरी नहीं दी गई है। हैड कैशियर भी लिपिकीय वर्ग में आते हैं जिन्हें उनकी हैड कैशियर की ड्यूटी सम्पन्न करने हेतु लिपिकीय वेतन के अतिरिक्त विशेष भत्ता दिया जाता है।

अतः प्रार्थी का यह कथन कि 6.12.2001 के समझौता के प्रावधान श्री ज्ञानचन्द शर्मा के प्रकरण में लागू होते हैं, कतई सही नहीं है। अतएव श्री शर्मा द्वारा कैश में काम करने से मना करने पर समझौता दिनांकित 19.6.91 के प्रावधानों को लागू करते हुए दिनांक 02.05.2006 को ही शाखा प्रबन्धक द्वारा श्री शर्मा को सूचित कर दिया गया कि दिनांक 02.05.2006 से उन्हें लिपिकीय संवर्ग में कार्य करने हेतु डिबार किया जाता है।

स्टेटमेंट ऑफ क्लेम के पैरा छः के कथन से अप्रार्थी बैंक इस हद तक सहमत है कि सन्दर्भित पैरा में भी लिपिक वर्ग प्रधान खजान्ची के विभिन्न पदों पर स्थानापन्न से मना करने पर डिबार के बारे में लिखा गया है न कि अधिनस्थ वर्ग द्वारा लिपिक वर्ग में काम करने से इन्कार करने पर डिबार किए जाने के बारे में लिखा गया है। अतः इस पैरा में लिखित कथन को प्रकरण का मिथ्या निरूपण करने हेतु ही संदर्भित किया गया है जबकि वास्तविकता प्रकरण अधिनस्थ वर्ग द्वारा लिपिकीय संवर्ग में कार्य करने से इन्कार करने पर डिबार करने का है। ”

17. आगे यह कहा गया बैंक ने किसी द्विपक्षीय समझौते का उल्लंघन नहीं किया है एवं प्रार्थी को एक वर्ष के लिए लिपिकीय वर्ग में कार्य करने से ऐसा रोकना उचित वैधानिक एवं समझौते के अनुरूप हैं। प्रधान खजान्ची भी लिपिकीय संवर्ग में आता है और परिस्थिति अनुसार अधीनस्थ कर्मचारी को उसके द्वारा लिपिकीय संवर्ग में स्थानापन्न कार्य करते समय प्रधान खजान्ची की ड्यूटी भी सौंपी जा सकती है। प्रार्थी के मामले में इसी अनुसार कार्य सौंपा गया था।

18. आगे कहा गया है कि शाखा बड़ौदा मेव बैंक श्री लक्ष्मणसिंह प्रधान खजान्ची दिनांक 03.05.2006 से अवकाश पर जाने वाले थे जिस कार्य को सौंपने के लिए शाखा में कोई अन्य लिपिक उपलब्ध नहीं था अतः प्रार्थी को निर्देशित किया गया जिसने इन्कार कर दिया। इन्कार करने के कारण दिनांक 17.12.2006 की आयोजित परीक्षा में सम्मिलित होने की प्रार्थी की आवेदन अस्वीकार की गयी जो विधि विरुद्ध नहीं है। इस तथ्य से विपक्ष ने इन्कार किया है कि कर्मचारी संगठन के किसी पद पर होने के कारण प्रार्थी की परीक्षा में सम्मिलित होने की आवेदन अस्वीकार की गयी एवं ऐसा करने का आधार परिपत्र दिनांकित 19.6.91 बताया गया है एवं याचिका खारिज करने की प्रार्थना की गयी है।

19. प्रार्थी की याचिका (स्टेटमेंट ऑफ क्लेम) के विरुद्ध प्रस्तुत जवाब की प्रारम्भिक आपत्ति में कहा गया है कि रिफरेन्स में दी गयी द्विपक्षीय समझौता दिनांकित 7.12.2001 प्रार्थी के मामले में समझौते का सही सन्दर्भ नहीं है। यह भी कहा गया है कि सही समझौता दिनांकित 19.6.91 है जिसके अन्तर्गत प्रार्थी की पदोन्नति रोकी गयी थी इसलिए प्रबन्धन इस मामले में रिफरेन्स में संशोधन हेतु मामले को मन्त्रालय के समक्ष उठा रहा है एवं संशोधित रिफरेन्स प्राप्त होने के बाद विपक्ष नया

उत्तर प्रस्तुत करने के अधिकार को सुरक्षित रखते हुए प्रार्थी के क्लेम का जवाब प्रस्तुत कर रहा है। यहाँ उल्लेखनिय है कि विपक्ष की तरफ से रिफरेन्स में संशोधन हेतु मन्त्रालय को पत्र भेजने से सम्बन्धित कोई सूचना पत्रावली पर नहीं प्रस्तुत की गयी है न ही अब तक कोई संशोधित रिफरेन्स मन्त्रालय से प्राप्त है।

20. विपक्ष द्वारा प्रस्तुत जवाब के विरुद्ध याची पक्ष की तरफ से कोई रिज्वायन्डर नहीं प्रस्तुत है।

21. याचिका के समर्थन में याची की तरफ से कोई प्रलेखीय या मौखिक साक्ष्य नहीं प्रस्तुत है।

22. विपक्ष की तरफ से दिनांक 9.4.13 को फिहरिस्त के साथ छः अभिलेख प्रस्तुत किये गये हैं जिसमें दो आदेश दिनांकित 2.5.2006, श्री ज्ञानचन्द शर्मा की आवेदन दिनांकित 30.5.06, सरक्यूलर दिनांकित 21.6.91, दो सरक्यूलर दिनांकित 7.12.01 शामिल हैं। विपक्ष की तरफ से दिनांक 12.1.17 को यह कथन प्रस्तुत किया गया कि याची की तरफ से किसी साक्ष्य के अभाव में विपक्ष को कोई साक्ष्य नहीं प्रस्तुत करना है, अतः विपक्ष का साक्ष्य समाप्त किया गया।

23. मैंने विपक्ष के विद्वान प्रतिनिधि की बहस सुनी तथा पत्रावली का अवलोकन किया। याची के विद्वान प्रतिनिधि के विद्वान कनिष्क प्रतिनिधि श्री राजेन्द्र गुप्ता ने कोई बहस नहीं की।

24. याची पक्ष की तरफ से याचिका के समर्थन में कोई बहस अथवा कथन नहीं प्रस्तुत की गयी है। विपक्ष के विद्वान प्रतिनिधि ने बहस प्रस्तुत की कि याचिका के समर्थन में कोई साक्ष्य नहीं प्रस्तुत है अतः याचिका खारिज की जाए।

25. पत्रावली की आदेश तालिका के अवलोकन से यह विदित है कि 22.1.10 को विपक्ष ने क्लेम का जवाब प्रस्तुत किया और पत्रावली 26.2.10 को प्रार्थी द्वारा रिज्वायन्डर प्रस्तुत करने हेतु नियत की गयी। प्रार्थी को अनेक अवसर दिये जाने के बाद जब प्रार्थी द्वारा रिज्वायन्डर नहीं प्रस्तुत किया गया तो दिनांक 15.11.11 को तत्कालीन विद्वान पीठासीन अधिकारी ने रिज्वायन्डर प्रस्तुत करने का अवसर समाप्त किया गया। दिनांक 15.11.11 को अगली तिथि 11.1.12 दोनों पक्षों हेतु अभिलेख प्रस्तुत करने हेतु नियत की गयी। दिनांक 9.4.13 को विपक्ष ने दस्तावेज प्रस्तुत किया एवं दिनांक 9.4.13 को याची पक्ष द्वारा दस्तावेज प्रस्तुत करने हेतु 11.6.13 तिथि नियत की गयी। 11.1.12 से 11.6.13 तक याची पक्ष द्वारा दस्तावेज नहीं प्रस्तुत किये यद्यपि समय दिया जाता रहा। दिनांक 4.8.15 तक याची पक्ष ने अभिलेख प्रस्तुत नहीं किये, विपक्ष के आग्रह पर पत्रावली 7.10.15 को याची को साक्ष्य हेतु नियत की गयी और 4.8.15 को याची पक्ष ने मौखिक कथन किया कि कोई अभिलेख होगा तो अगली तिथि को प्रस्तुत कर दिया जायेगा। अब तक याची पक्ष द्वारा कोई अभिलेख प्रस्तुत नहीं किया गया अतः दिनांक 12.1.17 को याची का साक्ष्य समाप्त किया गया। याची अनेक तिथियों पर अनुपस्थित भी रहा है जिससे इस मामले के प्रति उसकी उदासीनता परिलक्षित होती है।

26 उक्त स्थिति के अवलोकन से तथा पत्रावली के सम्यक् अवलोकन से यह जाहिर है कि याची ने पत्रावली पर याचिका प्रस्तुत करने के अतिरिक्त मामले के विधिसम्मत निस्तारण के लिए कोई सकारात्मक कदम नहीं उठाया है। याची ने न तो साक्ष्य में शपथ पत्र प्रस्तुत किया है न प्रतिपरीक्षा हेतु उपस्थित हुआ है। उभयपक्ष के अभिवचनों तथा पत्रावली पर विपक्ष की तरफ से प्रस्तुत अभिलेखों के अवलोकन से मैं इस निष्कर्ष पर हूँ कि याची इस तथ्य को सिद्ध करने में असफल है कि विपक्षी प्रबन्धन द्वारा श्री ज्ञानचन्द शर्मा, चपरासी को दिनांक 7.12.01 के द्विपक्षीय समझौते के अनुसार लिपिकीय संवर्ग में पदोन्नति हेतु रोकना उचित एवं विधिसंगत नहीं है। याची याचित अनुतोष पाने का हकदार नहीं है। याची की याचिका खारिज की जाती है। पंचाट तदनुसार पारित किया जाता है। श्रम मन्त्रालय द्वारा इस मामले में न्यायनिर्णय हेतु प्रेषित रिफरेन्स का उत्तर तदनुसार दिया जाता है।

भरत पाण्डेय, पीठासीन अधिकारी

नई दिल्ली, 9 मई, 2017

का.आ. 1257.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सीकाल लोजेस्टिक्स लि. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ सं. 126/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-33011/02/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1257.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 126/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of M/s. SICAL Logistics Ltd., and their workmen, received by the Central Government on 09.05.2017.

[No. L-33011/02/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Tuesday, the 11th April, 2017**Present : K.P. PRASANNA KUMARI, Presiding Officer****Industrial Dispute No. 126/2015**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of SICAL Logistics Ltd. and their workman)

BETWEEN :

The General Secretary : 1st Party/Petitioner Union
 Madras Port & Dock Employees Union
 New No. 55, Old No. 26,
 Moore Street, 1st Floor
 Chennai-600001

AND

1. The Managing Director : 2nd Party/1st Respondent
 M/s SICAL Logistics Ltd.
 No. 23/2, Vittal Mallya Road
 Bangalore-560001
2. The Chief Executive Officer : 2nd Party/2nd Respondent
 M/s SICAL Logistics Ltd.
 Chennai-600001

Appearance :

For the 1st Party/Petitioner Union : M/s K.C. Karl Marx, Advocates
 For the 2nd Party 1st & 2nd Respondent : M/s M. Kandasamy, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No.L-33011/02/2015-IR (B.II) dated 06.11.2015 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the management of Sical Logistics Ltd. (Coffee Day) in transferring the 17 employees from work related to port activities at Chennai Port to work connected with mining activity at Orissa without following any modalities is justified? If not, to what relief are the workmen entitled to?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 126/2015 and issued notice to both sides. Both sides have entered appearance through their counsel and filed claim and counter statement respectively.

3. The averments in the Claim Statement filed by the petitioner in brief are these:

The petitioner is a Union recognized under the Ministry of Shipping. It is espousing the cause of workers and employees in and around the vicinity of the Port of Chennai. The Respondent is a Stevedoring Company having license from Chennai Port Trust for loading and unloading cargo in and out of the ships. Workers belonging to the Respondent have joined the Petitioner Union on 17.09.2014. All these workers have been transferred from Chennai to Orissa changing their area as well as the nature of their job. Such transfer is unfair labour practice. Having come that the workers have joined the Petitioner Union the Respondent has approached the Union through its manpower agent, Sudar. Sudar and his Manager informed that the Officer of Human Resources of the Respondent is willing to have discussion with the Union and asked to send the Charter of Demands and list of the workers who have joined the Union to the personal e-mail of ID of Karthik, the Manager of Sudar. Accordingly, the e-mail was sent. Subsequently, Sudar arranged a meeting with the Respondent and the meeting took place at Woodlands Hotel on 29.10.2014. The representatives of the Respondent insisted that they do not want the Union functioning in their establishment and asked not to include their workers as members of the Union. On 30.10.2014, Sudar approached the Vice-President of the Union and requested not to form any Trade Union in the Respondent's concern. The Vice-President warned him against involving in such matters. Thus the efforts made by the Respondent to stop the formation of the Union in the establishment has ended in failure. On 31.10.2014 the Union was informed by the workers that all the Union members

were called to meet the Officers of the Respondent. When the workers assembled they were told that they were transferred to Orissa. When the representative of the Petitioner Union had discussion with the Human Resources Personnel of the Respondent they have agreed to withdraw the transfer orders. However, on 31.10.2014 they sent transfer orders to the residence of the some of the workers. The Union representative again requested to withdraw the transfer and not to victimize the employees for joining the Trade Union. The Union also sent strike notice on 05.11.2014. After conciliation commenced also the transferred employees were allowed to sign the Attendance Register and do the work. Thus the transfer was not given effect to till 07.11.2014. However, on that day the Respondent issued a letter to Chennai Port to cancel the Harbour Entry Permit to the transferred workers. After receiving the strike notice also some workers were transferred to Orissa. The Respondent has victimized the workmen by transferring them to Orissa within a few days of their joining the Trade Union. Even an employee who was about to retire on superannuation has been transferred. Most of the workers who were transferred are above the age of 50 years. The Respondent is indulging in unfair labour practice and victimizing the workers for joining the Trade Union. The Respondent ought to have issued notice under Section-9A of ID Act before transferring the workers. In Chennai Port the workers were involved in loading and unloading of cargo in and out of the ships. In Orissa there is no cargo-handling and the workers have to work in surface mining. An Award may be passed setting aside the transfer orders as null and void and directing the Respondent to reinstate the transferred workers with full backwages and attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The Respondent has transferred its 17 employees who are concerned in the dispute from Chennai to Orissa as per the service conditions applicable to them. All the 17 employees have received the transfer orders. They have deliberately failed to comply with the orders and are remaining unauthorizedly absent. In the absence of complying with the order they are liable for disciplinary action. The Petitioner Union has no locus-standi to represent the interests of the employees of the Respondent as it has not recognized the said Union as a bargaining agent. The Respondent Company has been incurring loss in its Port Division due to reduced business and change in business conditions. It has lost almost its entire business at Chennai Port. As on date it has only one customer at Chennai Port. In the absence of any business the Respondent will be constrained to shut its business at Chennai Port. The Respondent had succeeded in obtaining tenders from the Surface Mining and Transportation Division invited by Mahanadi Coalfields Ltd., Orissa. In order to commence the project under the Mahanadi coalfields there was requirement of manpower in its locations at Orissa. So the Respondent Company had transferred many of its existing employees working in various locations to Orissa. Instead of retrenching the manpower which was remaining idel at Chennai Port Division the Respondent transferred them to its Surface Mining and transportation Division. The workmen have disobeyed the transfer orders and had pressurized to withdraw the transfer. On 04.11.2014, one Narendra Rao representing the Union demanded cancellation of the transfer orders issued to the employees. He also threatened that the Respondent Company would be continuously prevented from handling its Stevedoring Operation at Chennai Port. The Respondent had suffered huge loss due to illegal strike by the Petitioner Union. The concerned employees have joined the Petitioner Union only after transfer orders were issued to them. All the allegations made in the Claim Statement regarding victimization and otherwise are denied. The petitioner is not entitled to any relief.

5. The evidence in the case consists oral evidence of WW1 and MW1 and documents marked as Ext.W1 to Ext.W14 and Ext.M1 to Ext.M10

6. The points for consideration are:

- (i) Whether the action of the Respondent in transferring the employees to works connected with mining activity in Orissa is justified?
- (ii) What, if any is the relief to which the concerned workmen are entitled?

The Points

7. The dispute is raised on behalf of 17 workmen working under the Respondent which is Stevedoring Company having license for cargo operations in Chennai Port. The workmen have been transferred to the worksite belonging to the Respondent at Orissa. None of the workmen have complied with the order of transfer or joined at Orissa. As per the schedule of reference the employees are transferred from work related to Port activities at Chennai Port to work connected with mining activity in Orissa without following modalities. Thus, if the schedule of reference is interpreted strictly the challenge is against the transfer of the employees in violation of modalities. However, in the Claim Statement the petitioner has given an additional reason for the transfer and has stated that it is by way of victimization as the workmen have joined the petitioner union and had raised certain demands with the Respondent. The Respondent has contended in the Counter Statement that it was because of the particular circumstances that have arisen transfer was effected. According to the Respondent, its business at Chennai Port Trust had been running in loss. In the meanwhile it had obtained business in Orissa. It has participated in the Surface Mining and Transportation tenders invited by M/s Mahanadi Coalfields, Orissa and had been successful. So there was a requirement of manpower in its location at Orissa.

Rather than retrenching the employees working in Chennai Port Trust on account of its loss in the business it had decided to transfer the employees to Orissa. The transfer is said to have been effected accordingly.

8. The Respondent has also contended that the petitioner has no locus-standi to raise the dispute. According to the Respondent the petitioner has not been recognized as the bargaining agent of the Respondent nor the employees have informed the Respondent that they have joined the Union. According to the Respondent an unrecognized union has no locus-standi to raise the dispute.

9. The contention that the petitioner is not entitled to raise the dispute has no basis. To espouse the cause of the workmen it is not necessary that the Union should be recognized by the petitioner. The petitioner is a registered trade union and it is not sufficient that the employees are members of the Union. So the objection regarding maintainability of the dispute is to be rejected.

10. There is no doubt that the Respondent has right to transfer its employees. This is made clear in the Appointment Order itself. Clause-3 of the Appointment Order states that although the appointment of the concerned employees is at Chennai the employees are liable to be transferred to / from Head Office / Branches of the Company and to any other places in India as the Company may require without being entitled to any other additional monetary benefits. In fact there is no contention for the petitioner that the Respondent has no power to transfer the employees. The only contention is that the transfer is by way of victimization and it is not fair. The counsel for the petitioner has referred to the decision of the Punjab and Haryana High Court in CRYSTAL PHOSPHATES LTD. AND ANOTHER VS. PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, AMRITSAR AND OTHERS reported in 2016 1 LLJ 353 (E&H) where it was held that malafide transfer of a workmen from one place to another under the guise of following management policy is an unfair labour practice and that right of transfer cannot be used arbitrarily but only reasonably.

11. The counsel for the Respondent has referred to the Apex Court decision regarding the circumstances under which a transfer can be effected. In the decision in CANARA BANKING CORPORATION LTD. VS. U. VITTAL reported in 1963 2 LLJ 364 the Apex Court has held that the Management is in the best position to judge how to distribute its manpower and whether a particular transfer can be avoided or not. One exception that has been laid down is where there is reason to believe that the Management has resorted to transfer malafide by way of victimization, unfair labour practice or some other ulterior motive not connected with the business interest. The counsel for the Respondent has also referred to the decision in BHARAT IRON WORKS VS. BABUBHAI BALUBHAI PATEL AND OTHERS reported in AIR 1976 SC 98 (1) where it has been pointed out that victimization is a serious charge by an employee against an employer and therefore it must be properly and adequately pleaded giving all particulars upon which the charge is based to enable the employer to fully meet them. It has also been observed that the fact that there is a Union espousing the cause of the employees in legitimate Trade Union activity and an employee is a member or acting Office Bearer thereof is *per se* no crucial instance. Reference is also made to the decision in AIRPORTS AUTHORITY OF INDIA VS. RAJEEV RATAN PANDEY AND OTHERS reported in 2009 4 LLN 130 where it was held that the burden of providing malafides is on the person leveling such allegations and the burden is heavy. Mere assertion or bald statement is not enough to discharge the heavy burden that the law imposes upon the person leveling allegations of malafides but must be supported by requisite materials, it was further held.

12. The counsel for the Respondent has referred to judicial pronouncements of the Madras High Court also regarding circumstances of transfer. In the decision in BALUSAMY VS. ASSTT. GENERAL MANAGER, REGIONAL OFFICE, SBI, MADURAI reported in 1996 2 LLN 843 it has been held that it is not enough that petitioner feels that the transfer is due to Union activity. Courts do not usually undertake the supervisory control over the order of transfer for the very simple reason that it is necessary concomitance of every service and a transfer should not be interfered with unless there are strong and compelling grounds rendering the transfer order improper and non-justifiable, it has been held. Reference was also made to the decision in MANAGEMENT OF ERINKADU ESTATE VS. PRESIDING OFFICE, LABOUR COURT, COIMBATORE AND ANOTHER reported in 2001 1 LLN 820 where it was held that merely because a person has been serving for long 15-20 years it does not become obligatory on the Company not to transfer him to another place. So also the question of juniority and seniority does not become relevant in the matter of transfer, it was held. Reference was also made to the decision in MANAGING DIRECTOR, INDIAN EXPRESS MADURAI LTD. VS. SRINIVASAN reported in 2001 1 LLN 417 where it has been pointed out that normally Courts will not interfere in the orders of transfer. The wheels of administration should be allowed to run smoothly and the Courts or Tribunals shall not interfere with the work of the system unless they are violated by malafide or extraneous consideration, it was held.

13. In the light of the proposition of law revealed through the above judicial pronouncements it is to be seen whether the transfer of the concerned employees is malafide or not. The only circumstance under which a Court can interfere in the order of transfer by an employer is if the transfer is by way of victimization or is tainted by malice. What is the evidence in this respect? It has all along been held that there must be specific plea regarding victimization

or malafides and it should be sufficiently established also. The case that is put forth by the petitioner is that the concerned workmen have joined the Petitioner Union on 17.09.2014 and it was as a consequence of this that all the workmen have been transferred to the far off place at Orissa. The petitioner has stated in the Claim Statement that even before the Union could communicate the Management about the joining of the workers in the Trade Union and submit a Charter of Demands the Respondent who came to know about this had approached the Union through its manpower agent, one Sudar and Sudar alongwith his Manager, Karthik had approached the Union on 28.10.2014 and had informed that the Human Resources Officer of the Respondent who has come from Bangalore is willing to have a discussion with the Union and had wanted the Charter of Demands to be sent to the personnel e-mail of Karthik. The list of members who joined the Union and the Charter of Demands of the Petitioner Union are said to have been sent accordingly. It is the further case of the petitioner that there was a meeting in a Hotel at Chennai on 29.10.2014 in which WW1, the Vice President of the Union and General Secretary, Krishnamurthy had participated in the discussion with the Human Resources Manager who is examined as MW1, another Officer of the Human Resources and also Sudar, the manpower agent. It is alleged by the petitioner that the representatives of the Respondent have insisted that they do not want a Union in their establishment and had even offered some financial assistance as a consideration for not setting up Union activity in the establishment. There is also an allegation that on the next day Sudar went to the house of WW1 and pressurized him not to form any Union. According to the petitioner it was on the next day, on 31.10.2014 transfers were effected by the Respondent.

14. WW1, the Vice-President of the Petitioner Union has filed Proof Affidavit repeating the case of the petitioner in the Claim Statement. However, as has been admitted by WW1 during his cross-examination there is nothing to show that the petitioner has informed the Respondent that the workmen of the Respondent have joined the Union or that a Charter of Demands has been sent by the Petitioner directly to the Respondent. WW1 stated during his cross-examination that the Union did not inform the Respondent in writing that the workmen have joined the Union. Ext.W4 is an e-mail sent to the e-mail ID of one Karthik said to be the Manager of Sudar, the manpower agent of the Respondent. The Respondent has denied that it had anything to do with these two persons. It has denied the case of the petitioner that a discussion had taken place between the Union leaders and the representatives of the Respondent also. When such blanket denial is there on the part of the Respondent it was incumbent upon the petitioner to prove any such discussion by more specific evidence rather than that the oral version of WW1. The person to whom Ext.W4 is addressed or even the manpower agent could not have anything to do with the affairs of the Respondent. Even if it is accepted that the manpower agent has acted as a middleman between the Company and the petitioner, in the normal course communication could not have been addressed to a person who has nothing to do with the Respondent. WW1 has claimed that he is a seasoned union worker and has participated in several conciliation proceedings and had signed settlements with various managements. Yet the petitioner has not taken steps to see that the Respondent is informed of the fact that his Union has got a footing in the Respondent establishment, its employees having joined the Petitioner Union. One is at a loss to know why a charter making some demands from the Respondent should be sent to a person who has nothing to do with the Respondent. The manpower agent or its Manager has not come forward to speak for the Union also. Apart from this is the fact that the petitioner has not examined any of the aggrieved persons. The case is that the 17 persons were transferred only because they have joined the Union. As is pointed out by the Respondent, even as per one of the membership forms marked as Ext.W3 (series) one of the workman involved had joined the Union earlier, two years ago. However, the Respondent had not acted malafide on account of this immediately. In fact there is no acceptable evidence to show that the transfer was the result of the petitioner having its hold among the employees of the Respondent, and was by way of victimization.

15. The case that is projected by the Respondent is that its business at Chennai Port was running from loss to loss and it was because of this it had to take the extreme step of transferring the employees to Orissa rather than retrenching them on account of scarcity of work in the Port. MW1 has given evidence in this respect. According to the Respondent, due to various circumstances including the Stevedoring policy of Chennai Port Trust business had come to be on loss and they were not in a position to retain the workmen at Chennai Port. In the meanwhile they were able to capture business at Mahanadi Coalfields at Orissa where workmen were required and the workmen at Chennai numbering 17 are said to have been transferred to Orissa. MW1 has stated in the Proof Affidavit that the license of Stevedoring business of the Respondent is limited to liaison / coordinating between the Port authorities and the vessel/ship operator for loading and unloading on intimation and the Port will be deploying its own manpower to do the loading and unloading work. The Respondent is only supervising the loading/unloading activities. It is stated that the Port has now introduced other policies where the Stevedorer is compelled to use mobile harbor crane from the designated service provider for loading and unloading. Apart from this the existing Stevedoring license will be cancelled and all the Port Operators are to apply for fresh Stevedoring license after competitive bidding which was to come into force from 01.08.2016, but has been deferred and in any case will soon be implemented. In that case the license of the Respondent will stand revoked. MW1 has stated that the business in Chennai Port has consistently incurred loss for the past three years due to low volume of work, high operating costs and bans imposed on dusty cargo, iron ore mining, etc. by the Courts. According to the Respondent at present it has got only one customer in Chennai Port.

16. Ext.M8 is the new Stevedoring policy of the Chennai Port Trust which provides for revoking the existing license and insisting on new license. Ext.M3 is the profit and loss statement of the Respondent for its Chennai Port Operations for the period from 2012 to 2016. During the financial year 2012-2013 the Respondent had profit of more than 15 crores. However, in the year 2013-2014 the profit had reduced to Rs. 13.00 crores. In 2014-2015 it had incurred loss of almost of Rs. 5.00 crores. In 2015-2016 the loss is more than Rs. 1.5 crores. It could also be seen from this Profit and Loss Account that the volume of work handled by the Respondent had diminished considerably. I did not find any contention raised on behalf of the petitioner that this profit and loss statement is a false one. During his cross-examination MW1 has stated that at present only three or four employees are working on board at Chennai Port. There is no evidence to show that after 17 workmen were transferred to Orissa the Respondent has recruited new workmen to fill the gap at Chennai Port Trust. If new persons have come it would have been easy for the petitioner to prove this in which case it could have been assumed that the Respondent is continuing its work in the Port Trust with the same number of men as done earlier even after transfer of the concerned workmen. In the absence of such evidence, the claim of the Respondent that no new persons were taken in has to be accepted.

17. As instance of malafides it has been pointed out on behalf of the petitioner that even an employee who was to retire from service within two months has been put under orders of transfer. According to MW1, employees used to be retained even after the date of their superannuation and there was nothing unusual in the transfer because of this. He has stated that usually extension would be given if the employee agrees and discussion regarding this used to be held only two weeks before the date of superannuation. It is the further case of the Respondent that being a new undertaking at Orissa, they wanted experienced persons at Orissa and this was also a reason for the transfer. The Respondent has produced Ext.M5-letters of acceptance by Mahanadi Coalfields Ltd. of the tender by the Respondent on various dates to show that it had got business in the coalfields not long before the transfer of the employees.

18. There is also a contention for the petitioner that the transfer is in violation of Section-9A of the Industrial Disputes Act. When the evidence is considered it could be seen that even this contention of the petitioner could not be accepted. None of the workmen have been examined to prove the nature of work done by the them. According to the Respondent these workmen were doing only supervising the loading and unloading and not doing the loading and unloading work itself. What the petitioner has stated in the Claim Statement and in the Proof Affidavit of WW1 is that in Chennai Port the workers are involved in the work of loading and unloading of cargo operations in and out of the ship, but in Orissa there is no cargo handling and the workers have to work in surface mining and thus they are forcibly transferred to work in a different service condition and yet notice was not issued under Section-9A of the Industrial Disputes Act. WW1 has admitted during cross-examination that he is not an employee of the Respondent. However, he is aware and admitted that the transferred employees were not physically handling the cargo but they were only supervising the loading and unloading carried out by the dock labours. They were to furnish the import-export figure to their immediate superior. He also admitted that he came to know from the transfer orders of the employees that they are to do the work of surface mining in Orissa. He then states that he has no personal knowledge of the work to be done by them in Orissa. None of the workers have gone to the place of transfer. None of them have come forward to state what is the nature of work to be done by them. MW1 has stated that as done by the workmen at Chennai Port they are to do supervisory work only in Orissa also. There is no reason to reject this evidence given by MW1. Whether the work is connected with Port activity or mining activity, the concerned workmen are expected to do only the type of work they are doing even earlier. So there is no change in the condition of work except that earlier the worksite was Port whereas it is surface mining at the place of transfer. This is not change in service conditions in so far as they are to do only work which is supervisory in nature.

19. No circumstances are brought out by the petitioner to come to the conclusion that the transfer is the result of malafides or is by way of victimization. A transfer is a normal incidence of service and in the normal course it is for the Management to decide how its workforce is to be distributed. In so far as victimization is not proved, the Court is not expected to interfere in the decision of the Management in the distribution of its manpower. For the above reasons, the concerned workmen are not entitled to any relief.

20. The workmen have not joined their place of transfer policy probably expecting a favourable order. In spite of this, the Respondent is to allow them and given them opportunity to join their join at the place of transfer. The workmen can do so within a month.

In view of the above discussion, the reference is answered against the petitioner. Award is passed accordingly.

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	WW1, Sri T. Narendra Rao
For the 2 nd Party/Management	:	MW1, Sri A. Arockia David

Documents Marked :**On the petitioner's side**

Ex.No.	Date	Description
Ext.W1	-	Appointment orders issued to the transferred employees
Ext.W2	-	Salary revision orders issued to some of the transferred workers
Ext.W3	-	Membership forms submitted by the employees of the Union
Ext.W4	-	Charter of Demands sent by the Union via mail
Ext.W5	-	Transfer Orders issued to the workers
Ext.W6	05.11.2014	Strike Notice issued by the Union
Ext.W7	05.11.2014	Conciliation notice issued by the authority
Ext.W8	-	Extracts of the Attendance of the transferred workers
Ext.W9	07.11.2014	Letter sent by the management to the Chennai Port to cancel the harbor entry permit
Ext.W10	-	Affiliation certificate of the petitioner union with C.I.T.U.
Ext.W11	-	Letter to show that the petitioner union was recognized by the Chennai Port Trust
Ext.W12	-	Receipt to show the affiliation of the petitioner union with the Water Transport Workers Federation of India
Ext.W13	05.01.2015	Letter sent by one of the workers transferred to the Respondent
Ext.W14	-	Proceedings of Regional Labour Commissioner to show that Mr. Sudar is the manpower agent of the Respondent

On the Management's side

Ex.No.	Date	Description
Ext.M1	10.07.2015	Counter Statement filed by the Respondent before the Assistant Labour Commissioner
Ext.M2	Various dates	Copies of electronic attendance register extracts from Chennai Harbour On Board Division from July 2014 to January 2015
Ext.M3	Various dates	Profit and Loss Statements of the Respondent Company for its Chennai Port Operations for the period between April 2012 – March 2013, April 2013 – March 2014, April 2014 – March 2015 and April 2015 – March 2016
Ext.M4	Various dates	Copies of inter office notes dated 01.09.2014, 22.09.2014, 17.10.2014, 20.10.2014, 03.11.2014, 11.12.2014, 23.12.2014 and 16.04.2015
Ext.M5	Various dates	Copies of letters of acceptance dated 10.03.2014, 08.05.2014, 17.07.2015 issued by Mahanadi Coalfields, Orissa to the Respondent Company regarding award of mining contracts
Ext.M6	04.11.2014	Picture of union's flat hoisted on the gangway ladder of the Respondent Company's customer vessel M.V. Storm Rider berthed at JD3, Chennai Port on 04.11.2014
Ext.M7	Various dates	Orders passed in OA No. 876 of 2014 in CS No. 706 of 2014 by Hon'ble High Court of Madras
Ext.M8	14.06.2016	Chennai Port's new stevedoring policy revoking the existing stevedoring license
Ext.M9	-	List of employees transferred/deputed for work to the mining division from other divisions and locations of the Respondent Company since July 2014
Ext.M10	15.06.2015	Trade Notice dated 15.06.2015 issued by Central Port regarding engaging harbor cranes.

नई दिल्ली, 9 मई, 2017

का.आ. 1258.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पंजाब नेशनल बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ सं. 11/2017) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/93/2016-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1258.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 11/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Punjab National Bank and their workmen, received by the Central Government on 09.05.2017.

[No. L-12012/93/2016-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**Tuesday, the 11th April, 2017**Present :** K.P. PRASANNA KUMARI, Presiding Officer**Industrial Dispute No. 11/2017**

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Punjab National Bank and their workman)

BETWEEN :Smt. R. Venkateswari : 1st Party/Petitioner**AND**

The Functional Manager : 2nd Party/Respondent
Punjab National Bank, HRD Department
Circle Office, Khandha Enclave
No. 179, Sarojini Street, Ram Nagar
Coimbatore-641009

Appearance:For the 1st Party/Petitioner : AbsentFor the 2nd Party/Respondent : Absent**AWARD**

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/93/2016-IR (B-II) dated 28.02.2017 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the action of the Management of Punjab National Bank, Circle Office, Coimbatore in stopping Smt. R. Venkateswari, an Ex-Part Time Sweeper from service w.e.f. 01.07.2015 and consequential attendant benefits are legal and justified? If not to what relief the workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 11/2017 and issued notices to both sides and both were served.

3. The case came up for appearance of parties on 27.03.2017. Though both sides were served, both have remained absent. In spite of the absence the case was postponed to today for appearance of the parties. Today also the parties have not appeared.

4. The petitioner who has remained absent on both hearing dates does not seem to be interested in prosecuting the case. In the absence of her appearing and submitting any records to substantiate her case, she is not entitled to an Award in her favour.

In the result the reference is answered against the petitioner. An Award is passed accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 11th April, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1 st Party/Petitioner	:	None
For the 2 nd Party/Respondent	:	None

Documents Marked:

On the Petitioner's side

Ext.No.	Date	Description
	Nil	

On the Management's side

Ext.No.	Date	Description
	Nil	

नई दिल्ली, 9 मई, 2017

का.आ. 1259.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ सं. 57/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/22/2015-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1259.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 57/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the management of Indian Overseas Bank and their workmen, received by the Central Government on 09.05.2017.

[No. L-12012/22/2015-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Friday, the 21st April, 2017

Present : K.P. PRASANNA KUMARI, Presiding Officer

Industrial Dispute No. 57/2015

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947(14 of 1947), between the Management of Indian Overseas Bank and their workman)

BETWEEN :

Smt. P. Raju	:	1 st Party/Petitioner
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AND

The Chief Manager : 2nd Party/Respondent
 Indian Overseas Bank
 IR Department
 P.B. No. 3765/763, Anna Salai
 Chennai-600002

Appearance :

For the 1st Party/Petitioner : Sri T. Ramkumar, Advocate
 For the 2nd Party/ Management : M/s. NGR Prasad, Advocates

AWARD

The Central Government, Ministry of Labour & Employment vide its Order No. L-12012/22/2015-IR (B-II) dated 27.04.2015 referred the following industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is:

“Whether the dismissal of service of Sri P. Raju by the Management of Indian Overseas Bank is justified or not? If not, to what relief the workman is entitled?”

2. On receipt of the Industrial Dispute this Tribunal has numbered it as ID 57/2015 and issued notices to both sides. Both parties have entered appearance and filed Claim and Counter Statement respectively. The petitioner has filed rejoinder in answer to the Counter Statement.

3. The averments in the Claim Statement filed by the petitioner in brief are as below:

The petitioner has joined the service of the Respondent as Clerk on 26.06.2000. He was posted at Kakkur Branch. In the year 2009 he was promoted as Special Assistant and was transferred to Abiramam Branch. He was working in this Branch until he was dismissed from service. The petitioner was a member of all India Overseas Bank Employees Union. During September 2010, Muthuraj, a Regional Committee Member of the Union contracted the petitioner by phone and asked him to furnish his Bank Account Number and the petitioner obliged. Later Muthuraj called the petitioner and informed him that a friend of his will be depositing a sum of Rs. 1,50,000/- in the account of the petitioner. The petitioner did not know who will be depositing amount in his account. Later a person who introduced himself as Vellaichamy informed the petitioner that Rs. 1,50,000/- has been remitted in his account as instructed by Muthuraj. He also requested the petitioner to give the amount to Muthuraj. Vellaichamy was not a person known to the petitioner. As instructed by Muthuraj, the petitioner remitted the amount of Rs. 1,50,000/- in the account of the daughter of Muthuraj. The petitioner was placed under suspension by order dated 14.03.2013. A Charge Memo dated 09.07.2013 was subsequently served on him. This Charge Memo contained false and baseless allegations against the petitioner. The Charge Sheet states that the petitioner was aware that the amount of Rs. 1,50,000/- credited to his account was bribe amount and he had facilitated Muthuraj and Thomas Balan to collect the bribe amount from Vellaichamy through his SB Account. It is also alleged that the petitioner abetted Muthuraj and Thomas Balan in accepting the bribe money from a prospective recruit. The allegations made against the petitioner are false. The petitioner never asked Vellaichamy to deposit amount in his account. He did not know for what purpose the amount was deposited in his account. The petitioner had submitted his explanation to the Charge Sheet denying the allegations made in it. A domestic enquiry was initiated against the petitioner and an enquiry was conducted. The enquiry was not conducted in a fair and proper manner. On the basis of the report of the enquiry the petitioner was dismissed from service by order dated 03.05.2014. the appeal filed by the petitioner against the same has been dismissed. The dispute is raised accordingly. There is no justification for the punishment imposed on the petitioner. An Award may be passed directing the Respondent to reinstate the petitioner in service with full backwages, continuity of service and other attendant benefits.

4. The Respondent has filed Counter Statement contending as below:

The petitioner was working as a Clerk assigned with the duties of Special Assistant in Abhiramapuram Branch when the Charge Sheet was issued to him. He was privy to Thomas Balan, Regional Secretary of AIUBEU and Muthuraj, Regional Committee Member of Tuticorin Branch of the Respondent Bank for receiving bribe of Rs. 2.5 lakhs from Vellaichamy for getting a bogus educational certificate. Vellaichamy had studied up to 11th standard and was not eligible to be employed as Messenger. Certificate was obtained to the effect that Vellaichamy had failed 10th Standard. Thus the petitioner and the other two had arranged to get spurious documents in respect of Vellaichamy. Vellaichamy was later dismissed from service for producing spurious certificate. Vellaichamy had given a complaint alleging that the petitioner, Thomas Balan and Muthuraj were privy to the fraud. He had stated that these three had demanded Rs. 3.00 lakhs from him for arranging job as Permanent Messenger. The amount was settled as Rs. 2.5 lakhs. Vellaichamy had alleged that he paid Rs. 50,000/- to Thomas Balan in cash and had deposited Rs. 1,50,000/- in the account of the petitioner at Abhiramapuram Branch of the Respondent Bank as instructed by Thomas Balan. Vellaichamy had given evidence in the enquiry. The claim of the petitioner that he knew nothing about the bribe is not correct. The charge against the petitioner that he knew nothing about the bribe is not correct. The charge against the

petitioner has been established in the enquiry proceedings. A person with tainted integrity cannot be permitted to work in a financial institution dealing with public money. The petitioner had caused damage to the reputation of the Bank and had done act prejudicial to the interests of the Bank by acting as an abettor in taking the bribe. This amounts to gross misconduct within the Memorandum of Settlement between the Bank and the workmen. The petitioner is not entitled to any relief.

5. The petitioner had held rejoinder denying the allegations in the Counter Statement and reiterating his case in the Claim Statement.

6. The petitioner having contended that the domestic enquiry was not conducted in accordance with the principles of natural justice, this issue was decided as a Preliminary Issue. This Preliminary Issue was answered in favour of the petitioner. On account of this the Respondent has adduced evidence before this Tribunal to substantiate the case. The petitioner has also given evidence to rebut the case of the Respondent.

7. The evidence consists of oral evidence of WW1 and MWs 1 and 2 and documents marked as Exts.W1 to W5 and Ext.M1 to Ext.M15.

8. **The points for consideration are:**

- (i) Whether the dismissal of the petitioner from service by the Respondent is justified?
- (ii) What, if any, is the relief to which the petitioner is entitled?

The Points

9. At the time of his dismissal from service, the petitioner was working as Clerk assigned with Special Assistant duties, at Abhirampuram Branch of the Respondent Bank. The allegation against the petitioner is that he acted privy to the Thomas Balan, Regional Secretary of All India Overseas Bank Employees Union and Muthuraj, a regional Committee Member. The petitioner is said to have received Rs. 1.5 lakhs in his account as remitted by one Vellaichamy, a prospective recruit as Messenger in the Respondent Bank as instructed by Thomas Balan. Even in the Claim Statement it is admitted by the petitioner, that one Vellaichamy had deposited Rs. 1.5 lakhs in his account. According to the petitioner, Vellaichamy was not a person acquainted with him. Muthuraj, the Regional Committee Member of the Union of which he was also a member is said to have contacted him by phone and obtained his account number and had also informed that a friend of his will be depositing some amount in his account. Subsequently, Vellaichamy is said to have called by telephone and informed him that the amount has been deposited as instructed by Muthuraj. Later at the instruction of Muthuraj the petitioner is said to have transferred the amount to the account of the daughter of Muthuraj. The stand of the petitioner is that it was only as a good gesture as requested by Muthuraj he had given the account number and also had obliged Muthuraj by remitting the amount that has come to his account to the account of the daughter of Muthuraj.

10. What is the charge against the petitioner? The statement of allegations in the Charge Sheet marked as Ext.M1 refers to Thomas Balan and Muthuraj accepting bribe from the staff members in the region in their capacity as Union Office Bearers. There is a specific reference to the demand said to have been made for Rs. 3.00 lakhs from Vellaichamy who was engaged as a Temporary Messenger in one of the branches of the Bank so that he would get employment as a Permanent Messenger. The articles of charges states that the petitioner was aware that the amount remitted to his account was bribe and he had facilitated Muthuraj and Thomas Balan to collect bribe money from Vellaichamy through his SB Account maintained at Abhirampur Branch. The charge proceeds to state that Vellaichamy had remitted Rs. 1.5 lakhs to his account and he had transferred the amount to the account maintained by the daughter of Muthuraj at Kadaladi Branch of the Bank for payment to Thomas Balan. Thus the petitioner has abetted Thomas Balan and Muthuraj in accepting the bribe money from a prospective recruit, it is stated.

11. What is the evidence available to substantiate the case against the petitioner? MW1 is the one who has investigated the allegations against the petitioner and has submitted report. After referring to the allegations, MW1 has stated in his Proof Affidavit that the case of the petitioner that he did not know anything about the bribe obtained from Vellaichamy is not correct. MW1 does not know anything about the happenings after he submitted Investigation Report. According to MW1 investigation was made on the basis of the complaint given by Vellaichamy. It was admitted by MW1 that as per the complaint given by Vellaichamy, bribe was demanded from Vellaichamy by Thomas Balan and Muthuraj. He has further stated during his cross-examination that it was as per the instruction given by Thomas Balan, Vellaichamy had deposited the amount in the account of the petitioner. The request made by Vellaichamy in his complaint was to take action against Thomas Balan, he has further stated. He has also stated that in his Investigation Report he has not stated that the petitioner conspired with Thomas Balan and Muthuraj in committing the act of fraud.

12. Vellaichamy has been examined in the enquiry proceedings. However, the management did not examine him before this Tribunal. The evidence given by Vellaichamy before this Tribunal need not be looked into as the enquiry has been found not fair and proper. However, even on going through the evidence given by Vellaichamy in the enquiry proceedings it could be seen that Vellaichamy never had a case that the petitioner had got anything to do with the

arrangement of job for him or receipt of money for this purpose. The very case of Vellaichamy as revealed from the evidence in the enquiry proceedings is that Muthuraj and Thomas Balan had contacted him and had instructed him to remit the amount of Rs. 1.5 lakhs in the account of the petitioner. He has specifically stated that he did not know the petitioner at all. He had spoken to the petitioner only after he remitted amount in the account of the petitioner. Thus it could be seen that Vellaichamy had no case that the petitioner had approached him for bribe or that he was party along with other two persons in receiving bribe. The only case of Vellaichamy himself is that he had remitted the amount in the account of the petitioner as instructed by Thomas Balan. The complaint (M.15, Page 183) also does not state anything against the petitioner except that amount was remitted in the account.

13. MW2 is the Disciplinary Authority who has dismissed the petitioner from service on the basis of the enquiry report. He has no personal knowledge of the transaction in question. A perusal of the dismissal order would go to show that the Disciplinary Authority had gone beyond the charge and had attributed the entire act of arrangement of job for Vellaichamy and receipt of amount along with two others. The charge sheet is only that the petitioner had facilitated Muthuraj and Thomas Balan to collect the bribe money from Vellaichamy.

14. It is beyond dispute that Vellaichamy had remitted Rs. 1.50 lakhs in the account of the petitioner. It is not in dispute that the entire amount has been dutifully transferred by the petitioner to the account of daughter of Muthuraj as instructed. The petitioner himself has given evidence as WW1. He has reiterated his case in the Claim Statement that he never knew anything about the misdeeds of Thomas Balan and Muthuraj. According to him, Muthuraj had been misusing his account, the number of which he had given out of good gesture.

15. It is the case of the Management that the petitioner had received Rs. 1.5 lakhs in his account with the knowledge that it is bribe amount and that he was a party to the entire misdeeds committed by Thomas Balan and Muthuraj. As stated, Vellaichamy himself never had such a case. The Management has to prove by acceptable evidence that the petitioner had received the amount with the knowledge that the amount was remitted in his account as bribe. To state simply what is the act done by the petitioner? Some amount was remitted in his account at the instance of Muthuraj who was a Regional Committee Member of the Union of which he is also a member. After a few days this amount has been transferred to the account of the daughter of Muthuraj as instructed by Muthuraj. The petitioner has not retained even a single rupee out of this amount. He had dutifully obliged a colleague for whom he has received some amount in his account without raising any question. This alone is the act that could be attributed to him. If this is to become a misdeed amounting to a misconduct, the Bank has to prove that the amount was credited to the account of the petitioner with his full knowledge that it is the bribe amount. The Bank should also establish that he had been a party to the entire misdeeds alongwith Muthuraj and Thomas Balan. There is absolutely no evidence in this respect. Even according to MW1 Vellaichamy's complaint was only that Thomas Balan and Muthuraj demanded bribe from him. There is no evidence at all to prove that the amount was remitted to the account of the petitioner with his knowledge, that it was bribe amount or that he has anything to do with the remittance of the amount in his account. In so far as these facts are not established the charge against the petitioner remains un-established. There was no justification in a finding by the Enquiry Officer against the petitioner and MW2 dismissing him, acting upon that. The petitioner is entitled to reinstatement with all consequential benefits.

Accordingly an Award is passed as below:

The Respondent is directed to reinstate the petitioner in service forthwith with the entire backwages and attendant benefits. In case of default in payment of backwages within two months it will carry interest at the rate of 7.5% per annum from the date of the Award.

The reference is answered accordingly.

(Dictated to the P.A., transcribed and typed by him, corrected and pronounced by me in the open court on this day the 20th April, 2017)

K. P. PRASANNA KUMARI, Presiding Officer

Witnesses Examined:

For the 1st Party/Petitioner Union : WW1, Sri P. Raju
For the 2nd Party/Management : MW1, Sri K. Viswanathan
MW2, P.G. Sankarakrishnan

Documents Marked :

On the petitioner's side

Ex.No.	Date	Description
Ext.W1	09.07.2013	Charge Sheet issued to the petitioner
Ext.W2	20.07.2013	Explanation submitted by the petitioner

Ext.W3	03.05.2014	Order of dismissal issued to the petitioner
Ext.W4	09.12.2014	Dispute raised by the petitioner under Section 2-A of the Industrial Disputes Act, 1947
Ext.W5	-	Reply filed by the Respondent Management

On the Management's side

Ex.No.	Date	Description
Ext.M1	14.03.2015	Suspension Order issued to the petitioner
Ext.M2	20.09.2013	Respondent letter to petitioner informing about the date and venue of enquiry
Ext.M3	05.10.2013	Enquiry Officer letter to petitioner informing about the date of enquiry
Ext.M4	18.10.2013	Enquiry Officer letter to petitioner informing about the date of enquiry
Ext.M5	28.10.2013	Enquiry Officer letter to petitioner informing about the date of enquiry
Ext.M6	02.12.2013 To 21.12.2013	Enquiry Proceedings
Ext.M7	30.12.2013	Presenting Officer's written brief submitted to Enquiry Officer
Ext.M8	28.02.2014	Findings of the Enquiry Officer
Ext.M9	10.01.2014	Concurrent suspension order issued to petitioner
Ext.M10	20.03.2014	Disciplinary Authority letter to petitioner
Ext.M11	01.04.2014	Notice of personal hearing to petitioner
Ext.M12	10.04.2014	Notice of personal hearing to petitioner
Ext.M13	22.12.2014	Appellate Authority letter to petitioner
Ext.M14	04.02.2015	Order of Appellate Authority
Ext.M15	-	Management Exhibits ME 1 to 41 and Defense Exhibits DE 1 & 2 filed in the departmental enquiry

नई दिल्ली, 9 मई, 2017

का.आ. 1260.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन ओवरसीज बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 18/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/102/2014-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1260.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 18/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Indian Overseas Bank and their workmen, received by the Central Government on 09.05.2017.

[No. L-12011/102/2014-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT : M.V. DESHPANDE, Presiding Officer****REFERENCE NO.CGIT-2/18 of 2015****EMPLOYERS IN RELATION TO THE MANAGEMENT OF
INDIAN OVERSEAS BANK**

The Chief Regional Manager
Indian Overseas Bank
Maker Tower 'E', 5th floor
Cuffe Parade, Colaba
Mumbai 400 005.

AND**THEIR WORKMEN**

The Assistant General Secretary
All India Overseas Bank Employees Union
Mumbai Metro Office, Indian Overseas Bank
Bakhtawar Building
Nariman Point
Mumbai 400 021.

APPEARANCES :**FOR THE EMPLOYER : Mr. S.V. Alva, Advocate.****FOR THE UNION : No appearance.**

Mumbai, dated the 30th March, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-12011/102/2014-IR (B-II), dated 18/24.02.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the work of transportation of cheques to service branch from the branches and vice-versa and the work of watch and ward Staff including Armed Guards are IT related specialized area of activities and whether the outsourcing of such work by Indian Overseas Bank under RO-I and RO-II Mumbai is in violation of clause 31(H) of 8th Bipartite Settlement dated 02.06.2005? What relief the union and or the management are entitled to ?”

2. After receipt of the Reference, notices were issued to both the parties. Acknowledgement of notice served on the second party Union is at Ex-4. Matter was adjourned on several occasions for filing Statement of Claim by second party/ Union. Again notice (Ex-5) was served on second party / Union. Second party/Union neither appeared before this Tribunal nor filed Statement of claim. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Hence I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 30.03.2017

M. V. DESHPANDE, Presiding Officer/Judge

नई दिल्ली, 9 मई, 2017

का.आ. 1261.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार इंडियन इंस्टीट्यूट ऑफ कैपिटल मार्केट्स और अन्य तीन के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट

औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 27/2016) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-16025/4/2016-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1261.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2016) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Indian Institute of Capital Markets & 3 Others and their workmen, received by the Central Government on 09.05.2017.

[No. L-16025/4/2016-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO. CGIT-2/27 of 2016

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

- (1) The Director
Indian Institute of Capital Markets
(UTI Institute of Capital Markets)
Plot No.107, Sector-15
Sakal Bhavan Marg
Navi Mumbai 400 614.
- (2) Prof. K.R.S.Murty, Chairman
Indian Institute of Capital Markets
No.335, 1st E-Cross, 6th Block, Phase-II
Banashankari, 3rd Stage
Bangalore 560 085.
- (3) Dr. M. Thiripalraju, Director
Indian Institute of Capital Markets
Flat No.301, Balaji Co-op. Hsg. Soc.
Plot No.II-1, Sector-15
Nerul, Navi Mumbai 400 706.
Navi Mumbai 400 614.
- (4) Shri Sandip Ghose, Governing Council Member, IICM
Director
National Institute of Securities Markets (NISM)
C/o. NISM Bhavan, Plot No.82
Sector-17, Vashi
Navi Mumbai 400 705.

AND

THEIR WORKMEN.

Shri Anil Gangaram Labde
Laxmi Niwas, Datta Nagar
Behind Prashant Printing Press
H.N. Bus Stop, Gategaon
Mohane, Ambivali (E)
Kalyan, Thane 421 102.

Shri. V.V. Varghese, Secretary
Bhartiya Kamgar Sena

Prafullaben Society
R.K. Vaidya Road
Dadar (W)
Mumbai-400 028.

APPEARANCES :

FOR EMPLOYER NO.1 & 2 : Mr. Sonulal N.Gautam, Representative.
FOR THE WORKMAN : In person.
FOR THE UNION : No appearance.

Mumbai, dated the 17th April, 2017.

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-16025/4/2016-IR (B-II), dated 17.10.2016 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management in issuing the administrative circular no.140 of 2014-15 dated 02.03.2015 thereby intimating the employees that the Indian Institute of Capital Markets (IICM) is amalgamated with National Institute of Securities Markets (NISM) on the closing hours on 31.03.2015 thereby discontinuing their employment with IICM and the offer of fresh employment by NISM on contractual and on suitability basis during the pendency of conciliation proceedings in the industrial dispute under reference no.B.ALC-III/8(9)/2015 is amounting to violation of Section 33 of the I.D. Act, 1947? If so, complaint filed by Shri Anil Gangaram Labde one of the workmen complainant no.1 and Shri V.V. Varghese, Secretary of Bhartiya Kamgar Sena, Complainant no.2 vide their application dated 26.05.2015 is maintainable or not? If so, what action ?”

2. After receipt of the Reference, notices were issued to parties. Second party Workman Shri Anil Labde appeared before this Tribunal and sought adjournment for filing Statement of Claim. Second party no.2, Bhartiya Kamgar Sena remained absent though served with notice.

3. Today Second party no.1, Mr. Anil G. Labde filed application for withdrawing the Reference stating that the matter has been amicably settled between them. Representative of First party no.2, Mr. Sonulal N. Gautam has no objection for withdrawing the Reference. In respect of First party no.1, it is submitted that the First party no.1 is amalgamated with first party no.2. Orders were passed on Ex-4. Accordingly I pass the following order:

ORDER

Reference is disposed of as withdrawn.

Date: 17.04.2017

M. V. DESHPANDE, Presiding Officer/Judge

नई दिल्ली, 9 मई, 2017

का.आ. 1262.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 22/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-31011/04/2014-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1262.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Mumbai Port Trust and their workmen, received by the Central Government on 09.05.2017.

[No. L-31011/04/2014-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI****PRESENT : M.V. DESHPANDE, Presiding Officer****REFERENCE NO.CGIT-2/22 of 2015****EMPLOYERS IN RELATION TO THE MANAGEMENT OF****MUMBAI PORT TRUST**

The Chairman
Mumbai Port Trust
Port House, 2nd floor
S.V. Marg, Ballard Estate
Mumbai 400 001.

AND**THEIR WORKMEN**

The General Secretary
Mumbai Port Trust General Workers' Union
Kavarana Building, 1st floor
26/4, P.D'mello Road
Wadi Bunder, Masjid (E)
Mumbai 400 009.

APPEARANCES:**FOR THE EMPLOYER : Mr. Umesh Nabar, Advocate****FOR THE UNION : No appearance****Mumbai, dated the 30th March, 2017****AWARD**

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/04/2014-IR (B-II), dated 18.02.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

"Whether the demand of the Mumbai Port Trust General Workers' Union, Mumbai vide its Strike notice dated 29.01.2014 in not effecting the transfer of Shri Chandravilas V. Shelatkar Muccadam, as per transfer order No.BI/CGIT/867 dated 21.01.2014 as per rotational transfer policy under CGIT Award dated 30.06.1984 from Jawahar Dweep to Pirpau is just and legal? What relief the workman is entitled to?"

2. After receipt of the Reference, notices were issued to both the parties. Acknowledgement of notice served on the second party Union is at Ex-4. Matter was adjourned on several occasions for filing Statement of Claim by second party/ Union. Second party/Union neither appeared before this Tribunal nor filed Statement of claim. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Hence I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 30.03.2017

M. V. DESHPANDE, Presiding Officer/Judge

नई दिल्ली, 9 मई, 2017

का.आ. 1263.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 13/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-31011/05/2014-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1263.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 13/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Mumbai Port Trust and their workmen, received by the Central Government on 09.05.2017.

[No. L-31011/05/2014-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/13 of 2015

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

MUMBAI PORT TRUST

The Chairman
Mumbai Port Trust
Port House, 2nd floor
S.V. Marg, Ballard Estate
Mumbai 400 001.

AND

THEIR WORKMEN

The General Secretary
Mumbai Port Trust General Workers' Union
Kavarana Building, 1st floor
26/4, P.D'mello Road
Wadi Bunder, Masjid (E)
Mumbai 400 009.

APPEARANCES:

FOR THE EMPLOYER : Mr. Umesh Nabar, Advocate

FOR THE UNION : Mr. V. Narayanan, Representative

Mumbai, the 7th April, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/05/2014-IR (B-II), dated 05.02.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the management of Mumbai Port Trust in issuing the order of reversion vide reference No.MEED/E/1-ABP/8219 dated 20.01.2014 in respect of Shri Ajay Appa Kadam and Shri Genubau Mahadeo Auti both Wiremen to the post of Mazdoors and in denying the payment of promoted post of Wireman to the said employees on and from 13.12.2013 is just and legal? If not, what relief the workmen are entitled to ?”

2. After receipt of the Reference, notices were issued to both the parties. Second party Union filed their Statement of Claim vide Ex-3. First party resisted the Statement of claim of Union by filing their Written Statement (Ex-5). Thereafter matter was fixed for framing of issues.

3. Today Second party/ union and First party/ management filed joint purshis stating that the matter has been amicably settled and may be treated as withdrawn. Orders were passed on Ex-6. Accordingly I pass the following order:

ORDER

Reference is disposed of as withdrawn.

Date: 07.04.2017

M. V. DESHPANDE, Presiding Officer/Judge

नई दिल्ली, 9 मई, 2017

का.आ. 1264.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मुम्बई पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ सं. 21/2015) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-31011/03/2014-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1264.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/2015) of the Central Government Industrial Tribunal-cum-Labour Court No. 2, Mumbai as shown in the Annexure in the Industrial Dispute between the management of Mumbai Port Trust and their workmen, received by the Central Government on 09.05.2017.

[No. L-31011/03/2014-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO.CGIT-2/21 of 2015

EMPLOYERS IN RELATION TO THE MANAGEMENT OF

MUMBAI PORT TRUST

The Chairman
Mumbai Port Trust
Port House, 2nd floor
S.V. Marg, Ballard Estate
Mumbai 400 001.

AND

THEIR WORKMEN

The General Secretary
Mumbai Port Trust Dock and
General Employees' Union
Port Trust Kamgar Sadan
Nawab Tank Sadan
Mazgaon
Mumbai

APPEARANCES:

FOR THE EMPLOYER : Mr. Umesh Nabar, Advocate

FOR THE UNION : No appearance

Mumbai, dated the 30th March, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-31011/03/2014-IR (B-II), dated 17/23.02.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the action of the Mumbai Port Trust Dock and General Employees' Union in opposing to the outsourcing of 99 vacant posts of Class-IV Para Medical Staff in Mumbai Port Trust Hospital and demanding filling up of the said posts by regular employees is just and proper? What relief the union is entitled to?”

2. After receipt of the Reference, notices were issued to both the parties. Acknowledgement of notice served on the second party Union is at Ex-4. Matter was adjourned on several occasions for filing Statement of Claim by second party/ Union. Second party/Union neither appeared before this Tribunal nor filed Statement of claim. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Hence I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 30.03.2017

M. V. DESHPANDE, Presiding Officer/Judge

नई दिल्ली, 9 मई, 2017

का.आ. 1265.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार केनरा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम के पंचाट (संदर्भ सं. 1/2013) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/44/2012-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1265.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/2013) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Canara Bank and their workmen, received by the Central Government on 09.05.2017.

[No. L-12011/44/2012-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri. K. Sasidharan, B. Sc., LLB, Presiding Officer

(Tuesday the 14th day of March, 2017/23rd Phalguna, 1938)

ID No. 1/2013

Union : The Secretary,
Canara Bank Staff Union,
BEFI Centre, Mele Thampanoor,
Trivandrum,
Kerala – 695001.

By M/s.ANP Associates

Management : The General Manager,
Canara Bank, HRM Section,
Circle Office, MG Road,
Trivandrum,
Kerala – 695001.

By M/s. Menon & Pai

This case coming up for final hearing on 21.02.2017 and this Tribunal-cum-Labour Court on 14.03.2017 passed the following:

AWARD

In exercise of the powers conferred by clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947) the Central Government referred the following dispute before this Tribunal for adjudication.

2. The dispute referred for adjudication before this Tribunal is:

‘Whether the action of the management of Canara Bank to recruit 2000 Probationary Officers in the Junior Management Grade Scale I in the Generalist cadre contrary to the 80:20 ratio fixed for promotion from ranks and direct recruitment as per the terms of Settlement dated 25.8.2010, is in order and justified? Whether the Settlement dated 14.3.2012 signed between the management of Canara Bank and the Canara Bank Employees Union, when the Industrial Dispute on the same issue raised by the Canara Bank Staff Union was pending before a Conciliation Officer, is legal and justified? What relief the concerned union is entitled to?’

3. After the receipt of reference Order No.L-12011/44/2012-IR(B-II) dated 22.11.2012, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear, submit pleadings and produce documents to substantiate their respective contentions. On receipt of the summons the parties entered appearance through counsel and submitted their pleadings.

4. The contentions in the claim statement filed by the union in brief are as follows:-

The promotion post for the workmen employed in the non-subordinate cadre namely clerical cadre in the management bank is the higher post of officer in Junior Management Grade Scale-I. The mode of promotion is governed by the terms and conditions in the memorandum of settlements signed between the management bank and their workmen from time to time. One such memorandum of settlement is dated 22.02.2006. As per the terms of that settlement the direct recruitment of officers to the Junior Management Grade Scale-I is restricted to 20% of the total vacancies declared each year and that the remaining vacancies in the posts thereof shall be filled up by promotions effected from among the workmen employed in the non-subordinate cadre as clerical workmen who satisfy the necessary eligibility norms. The said ratio – 20:80 was reiterated in the subsequent memorandum of settlement dated 25.08.2010. The relevant clause reads as follows:-

“Vacancies in Junior Management Scale-I shall be filled in by promotion from clerical ranks and through direct recruitment at 80% and 20% respectively.”

5. The head office of the management bank as per Memo No.59/2011 dated 17.10.2011 initiated steps for the promotion of workmen who are eligible as on 01.04.2011 from the clerical cadre to the higher post of Junior Management Grade Scale-I. Subsequently Memo No.76/2011 was released by the management on 17.10.2011 whereby the management notified 200 vacancies to be filled up by promotion to the higher post of Junior Management Grade Scale-I in the Generalist cadre. In response to that memo 1242 workmen in the clerical cadre appeared for the written test conducted by the management and out of which 192 were promoted.

6. On 28.01.2012 the management bank advertised the process for direct recruitment of 2000 officers in Junior Management Grade Scale-I in the Generalist cadre and applications were invited online from eligible candidates possessing valid Inter Bank Personnel System Score Card.

7. The said action of the management for direct recruitment of 2000 officers in Junior Management Grade Scale-I is illegal and in gross violation of the terms and conditions in the memorandum of settlement dated 25.08.2010. The said action by the management adversely affects the promotion prospects of the workmen in the clerical cadre. On 17.02.2012 the union raised an industrial dispute in this regard before the Assistant Labour Commissioner (Central), Thiruvananthapuram. During the conciliation proceedings the management representative filed written statement on 24.03.2012 enclosing the amendment to the memorandum of settlement dated 25.08.2010 which provides that the terms of settlement shall not be applicable for the current recruitment process of 2000 officers, initiated by the management bank. The amendment thereof was made on 14.03.2012 by way of a memorandum of settlement signed between the management bank and Canara Bank Employees Union. On the basis of that amendment the management announced the interview schedule for the candidates who applied online for direct recruitment to the post of officers and sought to defend their actions. The contention of the union was that the amendment dated 14.03.2012 made to the memorandum of settlement dated 25.08.2010 is bad in law for the reason that it was made during the pendency of the conciliation proceedings before the Assistant Labour Commissioner(Central), Thiruvananthapuram. The amendment to the memorandum of settlement amounts to alteration of the service conditions of the workmen and it caused serious prejudice to them and it is prohibited in law. The conciliation proceedings ended in failure and thereafter the dispute is referred for adjudication before this Tribunal.

8. The action of the management to effect appointments by direct recruitment to 2000 vacancies in the post of officers in the Junior Management Grade Scale-I in the Generalist cadre is illegal and unjust and it is contrary to and in violation of outer limit of 20% of the declared vacancies fixed by the management as per the terms and conditions of memorandum of settlement dated 25.08.2010. As per that settlement the management is permitted only 20% of the declared vacancies in the Junior Management Grade Scale-I to be filled by direct recruitment and the remaining 80% to be filled by promotion from the clerical cadre workmen. As on 01.04.2011 the management filled 192 posts of officer in Junior Management Grade Scale-I by promotion and hence they could have recruited only 48 officers in the same cadre by direct recruitment. The action of the management is illegal and breach of the terms of settlement. They have recruited 1952 officers in excess of the permitted ratio. The action of the management amounts to “unfair labour practice” as defined under Section 2(ra) of the Industrial Disputes Act, 1947 falling under Item No.13 in Part-I of the Fifth Schedule to the Act. Moreover it is punishable under Section 29 of the Industrial Disputes Act, 1947.

9. The action of the management in entering into an amendment of memorandum of settlement dated 14.03.2012 with the Canara Bank Employees Union is intended to subvert and scuttle the demands made by the union in this case especially when the conciliation proceedings were pending before the competent authority. The action of the management is clear violation of Section 33 of the Industrial Disputes Act, 1947. The management did so with the deliberate intention to scuttle the demands made by the union in this case. As per the terms of settlement dated 25.08.2010 the management is obliged to ensure and maintain the strength of officers in the Junior Management Grade Scale-I by promotion of 80% of the required staff and by direct recruitment of 20% of the remaining required staff. Since the management initiated steps to recruit 2000 officers by direct recruitment, 8000 officers from the clerical cadre should have been promoted to the Junior Management Grade Scale-I. They have promoted only 192 officers and the remaining 7808 posts ought to have been filled up by promotion from among the clerical cadre. Therefore the union has requested to pass an award to the effect that the action of the management in recruiting 2000 probationary officers in the Junior Management Grade Scale-I in the Generalist cadre is contrary to the 80:20 ratio fixed for promotion as per the terms of settlement dated 25.08.2000 and therefore it is illegal and unjust and that the settlement dated 14.03.2012 signed between the management and Canara Bank Employees Union during the pendency of the Industrial Dispute as illegal and unjust and further to declare that the management is bound to give promotion to 7808 workmen in the clerical cadre to the Junior Management Grade Scale-I. The union has also requested to restrain the management from filling up the post by direct recruitment and to restore the ratio as per the settlement dated 25.08.2010 and to allow cost of this proceedings.

10. The averments in the written statement filed by the management in brief are as follows:-

The management has denied all the averments in the claim statement except those that are specifically admitted. The reference is bad in law for the reason that there is no subsisting industrial dispute to be adjudicated by this Tribunal. The matter in issue is covered by the terms and conditions of the settlement dated 14.03.2012, entered into between the management of the Canara Bank on the one hand and the Canara Bank Employees Union on the other, which is representing more than 70% of the workmen employed by the bank. Therefore the dispute is not maintainable.

11. Without prejudice to the contentions raised above the management has stated that the recruitment and promotion of the employees of Canara Bank are governed by the terms and conditions in the Bipartite Settlement entered into by the management and the majority union, from time to time. On 22.03.2006 a settlement was entered between the management on the one hand and the majority union on the other, whereby it was agreed that the vacancies arising in the Junior Management Grade Scale-I shall be filled up by promotions from ranks and through direct recruitment at the ratio 80% and 20% respectively and that any vacancy arising out of death, resignation etc. of the officers be taken from direct recruits. The same clause was retained in the subsequent settlement dated 25.08.2010. In the year 2012, due to the changed scenario, business expansion by way of opening of new branches in large scale and the high rate of competition, the bank felt the need for future recruitment. Moreover it was noticed that sufficient number of people from the feeder cadre were not coming forth or were not successful in the last promotion process. Accordingly, to meet the requirement and to build up a competent work force for the future benefit of the bank, an advertisement was notified inviting applications for 2000 posts of probationary officers. The signatory union to the settlement was informed about the same and they were agreeable to the bank in resorting to the fresh recruitment procedure and that the ratio of 80:20 mentioned in the earlier settlement shall not stand in the way of direct recruitment. Accordingly a settlement dated 14.03.2012 was entered into between the management and the majority union. As per the terms of that settlement it was agreed that the ratio as provided in the previous settlement shall not be applicable to the fresh recruitment process of probationary officers, initiated by the bank. Even though the Canara Bank Staff Union preferred a complaint before the Assistant Labour Commissioner, the matter was not proceeded in view of the settlement dated 14.03.2012. It is the accepted principle of law that nothing prevents the parties to a settlement for altering and modifying or replacing an existing settlement. The action of the management to recruit 2000 probationary officers was in the light of the settlement dated 14.03.2012 and therefore it is just and legal.

12. The union in this reference is relying on the clause in the settlements dated 22.03.2006 and 25.08.2010. The union at whose instance this dispute is raised is not a signatory to the aforesaid two settlements. If the signatory to the settlement agrees for modification of the terms thereof, a union which is not a signatory to the settlement cannot question the same. Since the union in this reference accepts and approves the terms and conditions of the settlements dated 22.03.2006 and 25.08.2010, the terms and conditions of the settlement dated 14.03.2012 are binding on them. Therefore they are precluded from challenging the settlement dated 14.03.2012 entered into between the management and the majority union.

13. The management released a memo notifying 200 vacancies to be filled up by promotion, for which 1242 candidates appeared for the written test and out of which 192 candidates came out successfully in the promotion process and they were promoted. The notification for recruitment of 2000 officers issued by the bank is for the future requirement and hence it has no bearing on the vacancy declared for promotion. The contention of the union in this reference - that the management has no right to alter, vary or modify the terms of settlement, is absolutely false. The signatory to the earlier settlements agreed that the settlement dated 14.03.2012 and the terms and conditions thereof are valid and binding on the parties.

14. The complaint filed by the union in this reference before the Assistant Labour Commissioner was not maintainable. The contention of the union that the action of the management amounts to unfair labour practice, is false and incorrect. The settlement dated 14.03.2012 has not altered any of the service conditions. The contention to the contra raised by the union is absolutely false. The union in this reference is having only 8.5% of the membership of the workmen and they are representing only 8.1% of the clerical employees. They have no legal right to interfere with the terms and conditions in the settlement entered into between the management and the majority union. There is nothing illegal, unjust or improper in the settlement dated 14.03.2012. The contention of the union in this reference that 8000 officers will have to be promoted from the clerical cadre is absolutely baseless. Therefore the management has requested to uphold their contentions and to pass an award disallowing the claim of the union.

15. After filing written statement by the management, the union filed replication contending as follows:-

The union has stated that the settlement dated 14.03.2012 was entered into at a time when the conciliation proceedings were pending before the Assistant Labour Commissioner(Central), Thiruvananthapuram and as such it has no legal validity. The contention of the management that the settlement was entered into by the representatives of more than 70% of the workmen employees, is incorrect. They have called upon the management to prove the same. They have stated that the action of the management inviting applications for filling up 2000 posts of probationary officers is clear violation of the terms and conditions of the settlement dated 25.08.2010. According to them no notice of change in the terms of settlement was issued to them before entering into agreement dated 14.03.2012. According to the union the action of the management in altering the terms and conditions of the earlier settlement during the pendency of the conciliation proceedings is clear violation of the provisions of the Industrial Disputes Act, 1947. According to them the management cannot unilaterally or bilaterally modify the terms and conditions of the service which is applicable to all the employees. They have requested to uphold their contentions.

16. After affording sufficient opportunity to the parties to take steps and for production of documents, the matter was posted for evidence. On behalf of the union WW1 was examined and Exts.W1 to W23 are the documents marked. On behalf of the management MW1 was examined and Exts.M1 to M10 are the documents marked. Heard both sides.

17. The points arising for consideration are:

- “(i) Whether the dispute raised at the instance of the union in this reference is bad in law as contended by the management?**
- (ii) Whether the action of the management in initiating steps to recruit 2000 probationary officers in the Junior Management Grade Scale-I in the Generalist cadre is just, proper and legal?**
- (iii) Whether the action of the management is in violation of the ratio fixed for promotion from ranks in accordance with the terms of the settlement dated 25.08.2010?**
- (iv) Whether the action of the management in entering into a settlement dated 14.03.2012 is just, legal and proper?**
- (v) To what relief?”**

18. Point No.(i):- The dispute referred for adjudication as per this reference is:

‘Whether the action of the management of Canara Bank to recruit 2000 Probationary Officers in the Junior Management Grade Scale I in the Generalist cadre contrary to the 80:20 ratio fixed for

promotion from ranks and direct recruitment as per the terms of Settlement dated 25.8.2010, is in order and justified? Whether the Settlement dated 14.3.2012 signed between the management of Canara Bank and the Canara Bank Employees Union, when the Industrial Dispute on the same issue raised by the Canara Bank Staff Union was pending before a Conciliation Officer, is legal and justified? What relief the concerned union is entitled to?’

The union in this reference challenged the action of the management in initiating steps to recruit 2000 probationary officers in the Junior Management Grade Scale-I in the Generalist cadre. According to the union the action of the management is clear violation of the terms and conditions of the settlement dated 25.08.2010, copy of which is marked as Ext.W2 in this case. The management has contended that the reference is bad in law for the reason that there is no subsisting industrial dispute which requires adjudication by this Tribunal. It has come out in evidence that after publishing the notification for recruiting 2000 probationary officers in the Junior Management Grade Scale-I by direct recruitment, the union in this reference raised an industrial dispute before the Assistant Labour Commissioner(Central), Thiruvananthapuram challenging the action of the management on the ground that it is clear violation of the terms of Ext.W2 settlement. The union in this reference is not a party to Ext.W2 settlement. This was a settlement entered into between the management on the one hand and the majority union on the other which is representing more than 70% of the workforce in the management bank.

19. The learned counsel for the union submitted that the action of the management is clear violation of the Section 9A, Section 19(2) and Section 33A of the Industrial Disputes Act, 1947. The contention of the union in this reference is that there was change of service condition during the continuance of its settlement dated 25.08.2010. Since the union in this reference challenged the action of the management alleging that there was a change in the terms of employment, there is no illegality in referring this dispute for adjudication. Hence the point is answered to the effect that the reference made at the instance of the union in this case is maintainable.

20. Point Nos.(ii) to (iv):- This reference was made at the instance of the Canara Bank Staff Union. The union is challenging the action of the management to recruit 2000 probationary officers in the Junior Management Grade Scale-I in the Generalist cadre. According to the union the action of the management is clear violation of the terms and conditions of the settlement dated 25.08.2010 which is marked as Ext.W2. The union is relying on the earlier settlement dated 22.02.2006 also to substantiate their claim. According to the union as per the terms and conditions of the settlement aforesaid the direct recruitment of officers in the Junior Management Grade Scale-I can be only for 20% of the total vacancies declared each year and for the remaining 80% it shall be by promotion, from among the non-subordinate cadre – from clerical workmen who satisfy the required eligibility norms.

21. The union has stated that on 28.01.2012 the management bank advertised the process for direct recruitment of 2000 probationary officers in the Junior Management Grade Scale-I in the Generalist cadre. According to the union the action of the management is clear violation of the terms and conditions of the settlement dated 25.08.2010. It is stated that the union raised an industrial dispute before the Assistant Labour Commissioner (Central), Thiruvananthapuram and during the continuance of that proceedings, the management entered into another settlement dated 14.03.2012 thereby permitting them to continue the recruitment process by direct recruitment. It is stated that the action of the management is clear violation of the terms and conditions of the Ext.W2 settlement. They have stated that there is legal bar in entering into a settlement restricting the promotion avenues of the clerical staff. They have challenged the right of the management in altering or varying the terms of earlier settlement. The management has contended that the recruitment and promotion of employees of Canara Bank are governed by the terms and conditions in the Bipartite Settlement entered into between the management and the majority union from time to time. It is stated that as per the settlement dated 22.03.2006 it was agreed that the vacancies arising in the Junior Management Grade Scale-I shall be filled in by promotion from ranks and through direct recruitment at the ratio 80:20 and that any vacancy arising out of death, resignation etc. of the officers, all taken as direct recruits and shall be filled up by the process of direct recruitment. The same clause was retained in the subsequent settlement dated 25.08.2010. The management has stated that in the year 2012 due to the changed scenario, business expansion by way of large scale opening of new branches and high rate of attrition, the bank felt the need for future recruitment. The bank also noticed that sufficient people from the feeder cadre were either not forthcoming or not successful in the procedure for promotion process. Accordingly, in order to meet the requirement and to develop a competent workforce for the future requirement of the bank, an advertisement was notified inviting application for 2000 posts of probationary officers. Before doing so, the management informed the signatory union to the settlement about the need and requirement and they were agreeable for direct recruitment and that the ratio of 80:20 mentioned in the earlier settlement shall not stand in the way of the fresh recruitments and accordingly a settlement dated 14.03.2012 was entered into between the management and the majority union of the bank whereby they have acknowledged the need and requirement of the bank. The management has stated that even though the Canara Bank Staff Union raised a complaint before the Assistant Labour Commissioner, in view of the settlement dated 14.03.2012 the matter was not proceeded. The management has stated that nothing prevents the parties to an agreement to alter, vary, modify or replace the terms of an existing settlement and entering

into a new settlement incorporating the terms thereof. According to the management they are well within their right in inviting applications for the posts of 2000 probationary officers by direct recruitment and their action will not in any way restrict or modify or against the terms and conditions of the earlier settlements especially in view of the fact that the signatory union to the earlier settlement agreed and accepted the new proposals and executed a settlement dated 14.03.2012. The management has stated that the terms and conditions in the settlement dated 14.03.2012 is valid and binding on the parties.

22. While examined as WW1 the witness examined on behalf of the union has stated that the settlement was entered into between the management and the majority union. WW1 has no direct knowledge about the execution of Ext.W2 settlement or the earlier or later settlements. The union in this case is asserting on their claim on the basis of the terms and conditions in the settlement dated 22.03.2006 (Ext.W1) and the settlement dated 25.08.2010 (Ext.W2). Ext.W9 is the memorandum of settlement dated 14.03.2012 entered into between the management on the one hand and the majority union on the other. It is made clear in Ext.W9 of the memorandum of settlement that the ratio of 80:20 for promotion and recruitment mentioned in Ext.W2 agreement will not in any way restrict the right of the management to recruit 2000 probationary officers in the Junior Management Grade Scale-I in the Generalist cadre. While examined as MW1 the witness examined on behalf of the management has stated that they are well within their right in notifying the 2000 posts of probationary officers to be filled up by direct recruitment. It has come out in evidence that the management conducted online examination for promotion from among the feeder category, for which 1254 candidates appeared and out of which 701 was successful in online test. They are adopting the procedure for promotion in accordance with the accepted principles. The terms and conditions in Ext.W9 settlement will not in any way restrict the right of the management to call for applications for the post of probationary officers by direct recruitment especially in view of the fact that the management desired to ensure that they require competent workforce for the future requirement of the bank and it is in the best interest of the bank. Since the union involved in this reference is not a signatory to the settlements dated 22.03.2006 and 25.08.2010, they are not entitled to challenge the right of the signatory union to execute further settlement for altering, varying or modifying the terms and conditions in the earlier settlements.

23. The learned counsel for the management referred to the Ruling reported in *M/s.Binny Limited Vs. Presiding Officer and Others - 1986 (1) LLJ 220*. In that Ruling the Hon'ble High Court of Karnataka has held that:

“Industrial Disputes Act, 1947 – Ss.9A, 19(2) and 33A – Workmen and Management reaching a settlement in the course of conciliation superseding the terms of earlier settlement without issuing notice of termination – Few aggrieved workmen filing complaint under S.33A – Maintainability of such complaints – Notice under S.9A – Whether necessary – There is no bar for reaching fresh settlement with consent of both parties in regard to terms covered by earlier settlement without issuing notice of termination of earlier settlement even during the operation of the period of earlier settlement.”

The Hon'ble High Court of Karnataka has observed that *“When a later valid contract between the parties covers matters which were covered by an earlier contract, by necessary implication, the earlier contract stands superseded and the later prevails and binds the parties and S.62 of the Contract Act expressly provides for the same, though there is no specific clause in the later settlement superseding the corresponding clause in the earlier settlement”*. It is also observed that *“Section 9A of the Industrial Disputes Act is inapplicable since the change is effected in accordance with the proviso to S.9A”*. In view of the dictum laid down in the decision referred above, the management is well within their right in inviting application for recruitment of 2000 probationary officers in the Junior Management Grade Scale-I by direct recruitment. It follows that the union in this reference is not entitled to get any relief as per this reference. The points are answered accordingly.

24. Point No.(v):- In view of the finding on Point Nos.(ii) to (iv) the union is not entitled to the relief claimed. The point is answered accordingly.

25. In the result an award is passed holding that the union is not entitled to get any relief as per this reference.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 14th day of March, 2017.

SASIDHARAN K., Presiding Officer

APPENDIX

Witness for the union

WW1	25.02.2015	Shri. S. S. Anil
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Witness for the management

MW1 21.01.2016 Shri. Mahesh Kumar. S.

Exhibits for the union

W1	-	True copy of Memorandum of Settlement dated 22.03.2006 entered into between the management of Canara Bank and Canara Bank Employees' Union in the matter of promotion of clerical cadre to Junior Management Grade Scale-I.
W2	-	True copy of Memorandum of Settlement dated 25.08.2010 entered into between the management of Canara Bank and Canara Bank Employees' Union in the matter of promotion of clerical cadre to Junior Management Grade Scale-I.
W3	-	True copy of the Memo No.76/2011 dated 24.12.2011[AHUX] issued by the General Manager, Personnel Management Section, Personnel Wing, Canara Bank, Head Office, Bangalore.
W4	-	True copy of circular No.CB/RP/1/2012 dated Nil inviting online application for recruitment to the post of Probationary Officer in Junior Management Grade Scale-I.
W5	-	True copy of a statement dated 17.02.2012 filed before the Assistant Labour Commissioner(Central), Trivandrum by the Secretary of the union.
W6	-	True copy of the letter No.07(03)/2012/ALC/TVM dated 23.02.2012 issued by the Assistant Labour Commissioner (Central), Government of India, Ministry of Labour & Employment, Thiruvananthapuram to the General Manager, Canara Bank, HRM Section, Circle Office, M. G. Road, Trivandrum and the Secretary, Canara Bank Staff Union, c/o BEFI Centre, Mele Thampanoor, Trivandrum.
W7	-	True copy of relevant page of the Order Sheet No.1037/2012/ALC/TVM dated 05.03.2012 of the ALC(Central).
W8	-	Reply statement dated 24.03.2012 filed by the Deputy General Manager, Circle Office, Canara Bank, Thiruvananthapuram before the Assistant Labour Commissioner (Central), Trivandrum in ID No.07(03)/2012/ ALC/TVM in the matter of recruitment of officers in Generalist cadre in excess of the permissible numbers – Industrial Dispute raised by CBSU.
W9	-	True copy of the Memo No.13/2012 dated 16.03.2012 (AGWA) issued by the Assistant General Manager, Human Resources Wing, Industrial Relations Section, Canara Bank, Head Office, Bangalore (Memorandum of Settlement dated 14.03.2012 to amend the Memorandum of Settlement dated 25.08.2010 entered into between the management of Canara Bank and Canara Bank Employees' Union in the matter of promotion of clerical cadre to Junior Management Grade Scale-I).
W10	-	An application dated 04.04.2012 filed by the Secretary of the Canara Bank Staff Union before the Assistant Labour Commissioner (Central), Trivandrum in ID No.07(03)/2012/ ALC/TVM.
W11	-	Reply statement dated 13.04.2012 filed by the Assistant General Manager, Circle Office, Canara Bank, Thiruvananthapuram before the Assistant Labour Commissioner (Central), Trivandrum in ID No.07(03)/2012/ ALC/TVM in the matter of Industrial Dispute alleging violation of Section 33(1) of the Industrial Disputes Act.
W12	-	An application dated 16.04.2012 filed by the Secretary of the Canara Bank Staff Union before the Hon'ble Assistant Labour Commissioner(Central), Trivandrum in ID No.07(03)/2012/ ALC/TVM.
W13	-	Rejoinder dated 02.05.2012 filed by the Secretary of the Canara Bank Staff Union before the Assistant Labour Commissioner(Central), Trivandrum in ID 07(03)/2011/ALC/ TVM.

W14	-	Letter No.07(03)/2012/ALC-TVM dated 04.06.2012 addressed to the Secretary to the Government of India, Ministry of Labour & Employment, Shram Shakti Bhawan, Rafi Marg, New Delhi – 110001 by the Assistant Labour Commissioner(Central), Government of India, Ministry of Labour & Employment, Thiruvananthapuram.
W15	-	True copy of the Memo No.3/2013 dated 12.01.2013 (AGAV) issued by the Assistant General Manager, Human Resources Wing, Industrial Relations Section, Canara Bank, Head Office, Bangalore.
W16	-	True copy of the Memo No.17/2013 dated 26.02.2013 (AJIR) issued by the General Manager, Personnel Management Section, Human Resources Wing, Canara Bank, Head Office, Bangalore.
W17	-	True copy of the Memo No.19/2013 dated 27.02.2013 (AJNA) issued by the General Manager, Personnel Management Section, Human Resources Wing, Canara Bank, Head Office, Bangalore.
W18	-	True copy of the Memo No.2/2014 dated 07.01.2014 (AFOT) with Annexure-I letter issued by the General Manager, Personnel Management Section, Human Resources Wing, Canara Bank, Head Office, Bangalore.
W19	-	True copy of the Memo No.21/2014 dated 01.03.2014 (ADIT) issued by the General Manager, Personnel Management Section, Human Resources Wing, Canara Bank, Head Office, Bangalore.
W20	-	True copy of the Memo No.23/2014 dated 04.03.2014 (ADWO) issued by the Manager, Human Resources Wing, Industrial Relations Section, Canara Bank, Head Office, Bangalore.
W21	-	True copy of the Memo No.33/2014 dated 01.04.2014 (ADIT) issued by the General Manager, Personnel Management Section, Human Resources Wing, Canara Bank, Head Office, Bangalore.
W22	-	True copy of the Memo No.78/2008 dated 01.12.2008 (ADIT) issued by the General Manager, Personnel Management Section, Personnel Wing, Canara Bank, Head Office, Bangalore.
W23	-	True copy of the relevant pages of Memo No.45/2010 dated 30.08.2010 (AJRO) issued from the Personnel Management Section, Personnel Wing, Canara Bank, Head Office, Bangalore.

Exhibits for the management

M1	-	Copy of the Minutes of the joint conference held on 10.10.2000 and 11.10.2000 between the representatives of the management of Canara Bank and the representatives of the Canara Bank Employees' Union at Head Office, Bangalore.
M2	-	True copy of the Memorandum of Settlement dated 11. 10.2000 entered into between the management of Canara Bank and Canara Bank Employees' Union in the matter of promotion and direct recruitment to Junior Management Grade Scale-I.
M3	-	Statement submitted by the Manager, Canara Bank dated Nil showing year-wise promotion from direct recruitment to the vacancies arisen out of death, resignation etc. of officers taken as direct recruits.
M4	-	True copy of Memorandum of Settlement dated 12.01.2013 to amend the Memorandum of Settlement dated 25.08.2010 entered into between the management of Canara Bank and Canara Bank Employees' Union in the matter of promotion of clerical cadre to Junior Management Grade Scale-I.
M5	-	True copy of the Memo No.23/2014 dated 04.03.2014 (ADWO) issued by the Manager, Human Resources Wing, Industrial Relations Section, Canara Bank, Head Office, Bangalore.

M6	-	True copy of Memorandum of Settlement dated 22.03.2006 entered into between the management of Canara Bank and Canara Bank Employees' Union in the matter of promotion of clerical cadre to Junior Management Grade Scale-I.
M7	-	True copy of Memorandum of Settlement dated 25.08.2010 entered into between the management of Canara Bank and Canara Bank Employees' Union in the matter of promotion of clerical cadre to Junior Management Grade Scale-I.
M8	-	True copy of the Memo No.13/2012 dated 16.03.2012 (AGWA) issued by the Assistant General Manager, Human Resources Wing, Industrial Relations Section, Canara Bank, Head Office, Bangalore.
M9	-	True copy of the Memo No.59/2011 dated 17.10.2011 (AGYE) with Annexure-I proforma of letter of willingness and Annexure-II letter issued by the General Manager, Personnel Management Section, Personnel Wing, Canara Bank, Head Office, Bangalore.
M10	-	True copy of the Memo No.76/2011 dated 24.12.2011 (AHUX) issued by the General Manager, Personnel Management Section, Personnel Wing, Canara Bank, Head Office.

नई दिल्ली, 9 मई, 2017

का.आ. 1266.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार सिंडीकेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ सं. 276/2004) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/142/1999-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1266.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 276/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure in the Industrial Dispute between the management of Syndicate Bank and their workmen, received by the Central Government on 09.05.2017.

[No. L-12011/142/1999-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 16th February, 2017

Reference : (CGITA) No. 276/2004

The Dy. General Manager,
Syndicate Bank, Zonal Office,
P.B. No. 4112, Neptune Towers,
Ashram Road, Opp. Nehru Bridge,
Ahmedabad (Gujarat) – 380009

...First Party

V/s

The Chairman,
State Committee, Syndicate Bank Employees Union,
C/o Gujarat Bank Employees Union,
Rahbar, 8 Jagnath Plot,
Rajkot (Gujarat)

...Second Party

For the First Party : Shri P.S. Chari

For the Second Party : Shri K.V. Gadhia

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-12011/142/99-IR(B-II) dated 07.02.2000 referred the dispute for adjudication to the Industrial Tribunal, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Syndicate Bank, Zonal Office, Ahmedabad in issuing notice of change vide letter dated 01.04.1999 and changing the designation of Shri M. Kailasbhai from Driver-cum-Attender to Attender w.e.f. 01.05.1999? If not, what relief the workman concerned is entitled to?”

1. The reference dates back to 07.02.2000. The second party submitted the statement of claim Ex. 7 on 13.12.2000 and the first party submitted the written statement Ex. 13 on 01.05.2006 along with number of documents vide list Ex. 14 and vakalatpatra Ex. 15 of his advocate. Second party has been absent since last several dates. Therefore, a notice was issued to the second party Ex. 16 on 05.01.2017 to appear on 16.02.2017. The acknowledgement of notice Ex. 17 is received by the tribunal but the second party workman is still absent today on 16.02.2017. The state secretary of the second party union Syndicate Bank Employees Union submitted a letter Ex. 18 informing that the workman is not in their contact. He has also superannuated. Now there is no dispute pending between the parties and requested for closure of the reference.
2. It is noteworthy that the workman was represented by the aforesaid union, therefore, the reference is disposed of as not pressed with the observation as under: “the action of the management of Syndicate Bank, Zonal Office, Ahmedabad in issuing notice of change vide letter dated 01.04.1999 and changing the designation of Shri M. Kailasbhai from Driver-cum-Attender to Attender w.e.f. 01.05.1999 is legal and justified.”
3. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 9 मई, 2017

का.आ. 1267.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार आन्ध्रा बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, एरनाकुलम के पंचाट (संदर्भ सं. 1/2014 एवं 4/2014) को प्रकाशित करती है जो केन्द्रीय सरकार को 09.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/69/2013-आईआर (बी-II),

सं. एल-12011/70/2013-आईआर (बी-II)]

रवि कुमार, डेस्क अधिकारी

New Delhi, the 9th May, 2017

S.O. 1267.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1/2014 & 4/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam as shown in the Annexure in the Industrial Dispute between the management of Andhra Bank and their workmen, received by the Central Government on 09.05.2017.

[No. L-12011/69/2013-IR (B-II),

No. L-12011/70/2013-IR (B-II)]

RAVI KUMAR, Desk Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
ERNAKULAM****Present:** Shri. K. Sasidharan, B. Sc., LLB, Presiding Officer(Wednesday the 29th day of March, 2016/08th Chaitra, 1939)**ID 1/2014**

Union : The Assistant Secretary,
Syndicate Bank Staff Association,
49/746, 'Krishna', Karama Road,
Elamakkara,
Kochi (Kerala) – 682026.

By Adv. Shri. K. Shri Hari Rao

Management : The Zonal Manager,
Andhra Bank, Zonal Office,
4/1, Zenith Chambers,
Anjaneyaswamy Temple Road, Off.Hosur Road,
Bangalore – 560027.

By Adv. Shri. Abraham Mathew

ID 4/2014

Union : The Assistant Secretary,
Syndicate Bank Staff Association,
49/746, 'Krishna', Karama Road,
Elamakkara,
Kochi (Kerala) – 682026.

By Adv. Shri. K. Shri Hari Rao

Management : The Zonal Manager,
Andhra Bank, Zonal Office,
4/1, Zenith Chambers,
Anjaneyaswamy Temple Road, Off.Hosur Road,
Bangalore – 560027.

By Adv. Shri. Abraham Mathew

These cases coming up for final hearing on 07.03.2017 and this Tribunal-cum-Labour Court on 29.03.2017 passed the following:

COMMON AWARD

These are the disputes referred by the Central Government as per clause (d) of sub-section(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (Act 14 of 1947).

2. The dispute referred for adjudication in ID 1/2014 is:

“Whether the action of the management of Andhra Bank in terminating the service of Shri. Jayachandra P. Attender/Sub Staff in Kasargode Branch of Andhra Bank is justified? What relief the concerned workman/union is entitled?”

3. After the receipt of reference order No.L-12011/69/2013-IR(B-II) dated 22.11.2013, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear, submit pleadings, produce documents and adduce evidence to substantiate their respective contentions. On receipt of the summons the parties entered appearance through counsel and submitted their respective pleadings.

4. The contentions in the claim statement filed by the union in brief are as follows:

The workman involved in this reference Shri. Jayachandran was employed continuously as an Attender (Sub Staff) at the Kasaragod branch of the management bank with effect from 13.10.2003. Right from the said date there was no interruption in his employment as an Attender (Sub Staff) at the Kasaragod branch of the management bank. The workman was employed continuously for the past 100 months at the Kasaragod branch of the management bank.

5. As per the existing rules and regulations the workman Shri. Jayachandran is eligible for the post of Sub Staff and entitled to get the service regularized and to obtain the salary and other benefits. The workman submitted several representations requesting to regularize his services. Being a native of Kasaragod the workman was assisting the bank in canvassing deposits and for recovery of money due to the bank.

6. The management bank is a member of Indian Banks Association (IBA). They are bound to follow the provisions in the Bipartite Settlement. The management bank terminated the services of the workman Shri. Jayachandran as a Sub Staff in the year 2012 for the reason that he raised an industrial dispute through the union for regularizing him in service. The action of the management is totally an unfair labour practice, clear violation of the provisions of the Industrial Disputes Act and violation of the right of guaranteed under Article 21 of the Constitution of India.

7. Moreover the management has appointed an outsider as Sub Staff as a substitute in place of the workman. There is no rational basis for appointing a fresh hand ignoring the experienced service of the workman for the last 8 years.

8. Therefore the union has requested to pass an award declaring that the termination of his service from 2012 as illegal and arbitrary and to regularize his service in the bank as Sub Staff from the date of entry in service with all consequential benefits including seniority, pay etc.

9. The contentions in the written statement filed by the management in brief are as follows:-

The management has denied all the averments in the claim statement filed by the union, except those that are specifically admitted. The Syndicate Bank Association is not having any right or authority in espousing the cause of the workman Shri. Jayachandran. P. He cannot be a member of the Syndicate Bank Staff Association.

10. Andhra Bank is a public sector bank and it is governed by certain rules and regulations in all matters including the matter of recruitment. The branches have no power to make any appointment including any casual/temporary appointment. It appears that the services of the workman was utilized by the Managers of Kasaragod branch on casual basis, without any authority or power vested in them and clear violation of the norms.

11. When the vacancy of a subordinate staff arose at Kasaragod branch, it was notified along with the vacancies of similar posts in other branches of the bank. The workman Shri. P. Jayachandran applied for that vacancy. Since he was not having the eligibility criteria notified by the bank, his candidature was rejected.

12. The Andhra Bank is a public sector bank and will come under the purview of "State" as provided under Article 12 of the Constitution of India. No person can be appointed in any post in violation of the recruitment norms. The management has laid down the policy and procedure to be followed in the matter of recruitment of persons in the subordinate staff cadre, including part-time sweepers. As per that policy, the vacancies identified are to be notified with the concerned Employment Exchange for sponsoring the eligible candidates. Apart from that, notification is published through print and electronic media inviting applications from eligible candidates.

13. The workman was not continuously working at the branch since the year 2003. The claim of the workman for regularization is untenable as it is against law and against the recruitment norms. The intention of the workman is to enter the service of the bank through back door methods.

14. In the year 1990 the Government of India issued an Approach Paper to address the problem of temporary employees working in the public sector banks in subordinate staff cadre who are appointed unauthorisedly and who used to raise industrial dispute claiming regularization of their services. As per the guidelines communicated in Approach Paper dated 16.08.1990, the temporary employees who had put in a minimum service of 90 days or more during the period 01.01.1982 were to be kept on panels and they were to be regularized in the service of the banks when permanent vacancies arise in the in the said cadre in the order of their seniority in the panels and subject to the rules regarding reservations for SC, ST, etc. In terms of the said Approach Paper issued by the Government of India, the management bank also prepared the panels of such temporary employees District-wise for utilizing their services initially in leave vacancies on rotation and to consider their eventual absorption as and when permanent vacancies arise subject to rules regarding reservation for SC, ST etc. All the temporary employees thus kept on panels were regularized in the course of time. The workman herein did not put in the required service during the stipulated period for being considered for empanelment in terms of the said Approach Paper. Therefore his case cannot be equated to the claims of the temporary sub-staff kept on panels in terms of the aforesaid Approach Paper of the Government of India.

15. The unauthorized utilization of the services of the workman by the branch will not confer any right on him. The management has requested to reject the claim of the workman.

16. After filing written statement by the management, the union filed rejoinder reiterating the contentions in the claim statement. The union has stated that the management has no right to reject the claim of the workman involved in this reference.

17. The points arising for consideration are:

- “(i) **Whether the union involved in this reference has any legal right to espouse the cause of the workman involved in this case?**
- (ii) **Whether the management is justified in terminating the services of Shri. Jayachandran. P, Attender/Sub-Staff in its Kasaragod branch?**
- (iii) **Whether the workman Shri. Jayachandran. P., is entitled to get appointment/reinstated in the services of the management bank as Attender/Sub Staff with continuity of service and other benefits?**
- (iv) **To what relief the union is entitled?”**

18. The dispute referred for adjudication in ID 4/2014 is:

“Whether the action of the management of Andhra Bank in terminating the service of Shri. Anees, Attender/Sub Staff in Kanhangad Branch of Andhra Bank is justified? What relief the concerned workman/union is entitled?”

19. After the receipt of reference order No.L-12011/70/2013-IR(B-II) dated 13.12.2013, issued by the Ministry of Labour, Government of India, summons was issued to the parties to appear, submit pleadings, produce documents and adduce evidence to substantiate their respective contentions. On receipt of the summons the parties entered appearance through counsel and submitted their respective pleadings.

20. The contentions in the claim statement filed by the union in brief are as follows:

The workman involved in this reference Shri. Aneesh. K was employed as Attender (Sub Staff) at the Kanhangad branch of the management bank with from the year 2004. He was employed in that branch continuously from the year 2004.

21. As per the existing rules and regulations, Shri. Aneesh is eligible for appointment to the post of Sub Staff. He made several representations to the bank requesting to regularize his service in the bank. He studied up to 10th standard. His name is registered in the Employment Exchange. The workman was assisting the bank for canvassing deposits and for effecting recovery.

22. The management terminated the services of the workman w.e.f.01.02.2012 for the reason that he raised an industrial dispute through the union for regularization of his services. The action of the management amounts to unfair labour practice and clear violation of the provisions of the Industrial Disputes Act, 1947 and also the rights guaranteed under Article 21 of the Constitution of India.

23. The management has appointed an outsider as a substitute in place of Shri. Aneesh. There is no basis for appointing an outsider ignoring the rights of the workman Shri. Aneesh.

24. Therefore the union has requested to pass an award declaring that the action of the management in terminating the services of Shri. Aneesh. K, as illegal and arbitrary and to regularize him in the services of the bank as Sub Staff from the date of entry in service with back wages, seniority and all other attendant benefits.

25. The contentions in the written statement filed by the management in brief are as follows:-

The management has denied all the averments in the claim statement filed by the union, except those that are specifically admitted. The Syndicate Bank Association have no right or authority to espouse the cause of the workman Shri. Aneesh. K who is not a member of that Association.

26. The Andhra Bank is a public sector bank and is governed by certain rules and regulations in all matters including the matter of recruitment. The branches have no power to effect any appointment including a casual/temporary appointment. It appears that the services of the workman was utilized by the Managers of Kanhangad branch on casual basis, without any authority or power vested with them. When a vacancy in subordinate staff cadre arose at Kanhangad branch, it was notified along with other vacancies in the same cadre at other branches of the bank. Shri. Aneesh. K also applied for that vacancy. Since he was not having the eligibility criteria notified by the bank, his candidature was rejected.

27. The Andhra Bank is a public sector bank and will come under the purview of “State” as provided under Article 12 of the Constitution of India. The bank cannot appoint any person to any post in violation of the recruitment norms. Any appointment against the recruitment norms is void abinitio. The claim of the workman is against law.

28. As per the recruitment policy and procedure, the vacancies in subordinate staff including part-time sweepers are to be identified and are to be notified with the Employment Exchange concerned for sponsoring eligible candidates.

Apart from this, notification will be published in the district concerned through print media, calling for applications from eligible candidates considering for appointment if found suitable.

29. The contention of the workman that he was working in the branch continuously from the year 2003 is incorrect. His claim for continuous service is not sustainable in law. His claim for regularization in service is not maintainable in law and also in view of the dictum laid down by Hon'ble Supreme Court in the decision – The Secretary, State of Karnataka and Others Vs. Uma Devi and others.

30. As per the guidelines in the Approach Paper dated 16.08.1990 issued by the Government of India, temporary employees who were put in a minimum service of 90 days or more during the period 01.01.1982 were to be included in the panels and they were to be regularized in the service of the bank as and when permanent vacancies arise in the in the said cadre in the order of their seniority in the panels and subject to the rules regarding reservations for SC, ST, etc. In accordance with the terms of the Approach Paper issued by the Government of India, the management bank also prepared the panel of such employees District-wise for utilizing their services initially in leave vacancies on rotation and to consider their eventual absorption as and when permanent vacancies arise, subject to the rules regarding reservation. All the temporary employees kept on the panels were regularized in the course of time. The workman was not having the required service during the stipulated period to be considered for empanelment in terms of the Approach Paper. Hence his claim cannot be equated with the claims of temporary sub-staff kept on the panels in terms of the Approach Paper issued by the Government of India.

31. Therefore the management has requested to disallow the claim put forward by the union.

32. After filing written statement by the management, the union filed rejoinder reiterating the contentions in the claim statement.

33. The points arising for consideration are:

- “(i) Whether the union involved in this reference has any legal right to espouse the claim of the workman involved in this case?**
- (ii) Whether the management is justified in terminating the services of the workman involved in this reference Shri. Aneesh. K, Attender/Sub-Staff in its Kanhangad branch?**
- (iii) Whether the workman Shri. Aneesh. K., is entitled to get appointment/reinstated in the services of the management bank as Attender/Sub Staff with continuity of service and other benefits?**
- (iv) To what relief the union is entitled?”**

34. As per the Order in IA No.16/2016 dated 16.02.2016, the trial of ID No.1/2014 and ID No.4/2014 are consolidated. Hence common evidence was recorded in ID 1/2014. On behalf of the union WW1 to WW3 were examined and Exts.W1 series; W2 series; W3 series and W4 to W17 were the documents marked. On behalf of the management MW1 was examined. No documents were marked on behalf of the management. Heard both sides.

35. Point No.(i) in ID 1/2014 and in ID 4/2014:- ID Nos.1/2014 and 4/2014 were registered on the basis of the reference orders dated 22.11.2013 and 13.12.2013 respectively issued by the Ministry of Labour, Government of India, New Delhi. The dispute referred for adjudication in ID 1/2014 is relating to the termination of the services of one Shri. P. Jayachandra, Attender/Sub Staff in the Kasaragod branch of the management bank. In ID 4/2014 the dispute is relating to the termination of the services of one Shri. Aneesh. K, Attender/Sub Staff in the Kanhangad branch of the management bank. The union involved in both cases is one and the same – i.e., The Assistant Secretary, Syndicate Bank Staff Association, Elamakkara, Kochi. The management involved in both cases is - The Zonal Manager, Andhra Bank, Zonal Office, Bangalore. The workman involved in ID 1/2014 has contended that he was employed as Attender(Sub Staff) at the Kasaragod branch of the management bank from the year 2003 and his services were terminated illegally from the year 2012. The workman involved in ID 4/2014 has contended that he was employed as Attender (Sub Staff) at the Kanhangad branch of the management bank from the year 2004 and his services were terminated illegally from 01.02.2012.

36. The management has contended that the union involved in both cases – i.e., The Assistant Secretary, Syndicate Bank Staff Association has no legal right to espouse the claims of the workmen employed in Andhra Bank. While examined as WW1 – the workman involved in ID 1/2014 has stated that he is not a member of the union involved in this reference. He has also stated that the union involved in this reference has not recognized him as their member. He came to be associated with the union involved in this reference only after his termination from the services of the management. While examined as WW3, the Assistant Secretary of the union has stated that the union has not produced any document to prove that the workmen involved in these references are members of the union. So also the union has not produced any document to prove that they have the legal right to espouse the claims of the workmen Shri. P. Jayachandra and Shri. Aneesh. K involved in these references. Except the oral statement by the WW3 there is no other

supporting evidence or documents to prove that the union involved in these cases have the locus standi to espouse the claims of the workmen involved in both cases.

37. The learned counsel for the workmen referred to the Ruling reported in *M/s.Dharam Pal Prem Chand (Saugandhi) vs. M/s.Dharam Pal Chand (Saugandhi)* – AIR 1966 SC 182 and submitted that the union involved in these references is having the legal right to espouse the cause of the workmen in these cases. The learned counsel for the management submitted that the facts and circumstances discussed in the decision referred above have no connection with the facts in these two cases. It is submitted that at present each bank is having its own trade unions and each organization is having its own trade unions. In such circumstance there is no relevance a competency for the trade union of another organization to espouse the cause of the workmen in these cases.

38. After the amendment to the Industrial Disputes Act, as per Act 24 of 2010, which came into force from 15.09.2010; the workmen has got the right to agitate their cause independently and without the conjunction of the union of another establishment.

39. Even as per the admission of the workmen involved in these cases, they approached the union in these cases only after their services were terminated by the management. In such circumstance it will not be just or reasonable to allow a third party union to agitate the cause of the workmen involved in another establishment.

40. Moreover in the decision referred above workmen involved (18 members) were members of the union – ‘Mercantile Employees’ Association’ even before their dismissal from the services of the management. The said union espoused the claim of the dismissed workmen involved in that case. In such factual state of affairs, the Hon’ble Supreme Court held that the reference in that case is maintainable as an industrial dispute.

41. In IDs 1/2014 and 4/2014, the workmen involved who gave evidence as WW1 and WW2 respectively stated that they were not members of the Syndicate Bank Staff Association – the union involved in these references. There is no acceptable evidence to prove that the workmen involved in these references have got any membership or association with the union in these cases.

42. It follows that the union involved in both cases have no legal right to espouse the claims of Shri. Jayachandra. P and Shri. Aneesh. K, the workmen involved in both cases. Hence the point is answered against the union in both cases.

43. Point Nos.(ii) and (iii) in ID 1/2014 and in ID 4/2014:- The workman involved in ID 1/2014 is Shri. Jayachandra. P. The workman involved in ID 4/2014 is Shri. Aneesh. K. Both of them are claiming that they were employed in the management bank at the Kasaragod and Kanhangad branch respectively as Attender/Sub Staff. Shri. Jayachandra. P, has stated that he was employed in the Kasaragod branch right from 13.10.2003 and he was terminated from service from 2012 without any rhyme or reason. Shri. Aneesh. K has stated that he was employed in the Kanhangad branch of the management bank from the year 2004 and his services were terminated with effect from 01.02.2012. Both of them have contended that the management has no legal right to terminate their services. According to them the decision of the management is illegal, arbitrary and in violation of their right to continue in employment.

44. The management has contended that the workmen involved in both references have no legal right to claim continuity of service or permanency in their appointment. It is stated that both of them were not appointed on regular or permanent basis by the bank. It is stated that no appointment order or termination order was issued to the workmen involved in these cases. It is stated that the workmen involved were engaged by the managers of the respective branches purely on temporary or casual basis and any such engagement cannot be accepted as a ground for claiming permanency in service under the management.

45. While examined as WW1, the workman involved in ID 1/2014 has stated that he has not received any appointment order from the management bank. He has further stated that he was working as a daily wage employee in the bank. He has stated that he got the opportunity to work in the bank as a result of his association with Shri. Venkatesh, the then Manager of the bank. WW1 has stated about the daily wages received by him while he was working in the management bank.

46. While examined as WW2, the workman involved in ID 4/2014 has stated that he was working as a daily wage employee on temporary basis. He has stated that he used to get wage @ ₹100/- per day and it was being paid fortnightly. He has stated that he has not received any appointment order or termination order.

47. While examined as MW1, the Chief Manager of the management bank has stated that the workmen involved in these cases were not employed by the bank as attender. He has stated that they were only casual labourers engaged by the respective Managers subject to the requirements.

48. The learned counsel for the workmen referred to the *Ruling reported in Secretary, State of Karnataka and Others Vs. Umadevi (3) and Others* – (2006) 4 SCC 1 and submitted that the workmen in both cases are entitled to be

regularized in the services of the management bank. Even as per the admission of WW1 and WW2, they were engaged by the management only on daily wage basis and they were paid the wages for the number of days they worked in the respective branches of the management bank. Moreover, the management has not issued any appointment order to them. There was no selection process or appointment to any sanctioned posts under the management. Apart from this even though the workmen involved in these cases have claimed continuous service right from the year 2003 and 2004 respectively, that was not acceptable to substantiate the same. Occasional engagement by the management bank on daily wage basis will not confer any right to claim permanency in employment under the management.

49. The learned counsel for the workmen referred to the *Rulings reported in* –

State of Jharkhand and Others Vs. Kamal Prasad and Others (2014) 7 SCC 223;

State of Karnataka and Others Vs. M. L. Kesari and Others (2010) 9 SCC 247;

Nihal Singh and Others Vs. State of Punjab and Other (2013) 14 SCC 65; and

Vice-Chancellor, Lucknow University, Lucknow, Uttar Pradesh Vs. Akhilesh Kumar Khare and Another (2016) 1 SCC 521.

The dictum laid down in the decisions referred above have no application to the facts of the cases involved in these two references.

50. The learned counsel for the management submitted that the workmen involved in these two cases participated in the selection process conducted by the management and they failed to qualify for appointment to the regular posts and in such circumstances they have no legal right to claim continuity or permanency in service.

51. In view of the dictum laid down in the decision *Secretary, State of Karnataka and Others Vs. Umadevi (3) and Others* – (2006) 4 SCC Page(1) the workmen involved in these references have no legal right to claim continuity of service or regularization in service especially for the reason that they were engaged on daily wage basis as and when the necessity arises by the respective Branch Managers of the management bank. The persons who engaged the workmen on daily wages basis have no right or authority to appoint them in service. Hence the workmen had no right to get the relief as per the references in both cases. Therefore the points for consideration are answered against the workmen and in favour of the management.

52. Point No.(iv) in ID 1/2014 and in ID 4/2014:- In view of the findings on Point Nos.(i) to (iii) in ID Nos.01/2014 and in 04/2014, the workmen involved are not entitled to get any relief as per these two references. The point is answered accordingly.

53. In the result a Common Award is passed in ID 1/2014 and ID 4/2014 to the effect that the workmen involved are not entitled to get any relief as per these references.

The common award will come into force one month after its publication in the Official Gazette.

Pronounced by me in the Open Court on this the 29th day of March, 2017.

SASIDHARAN K., Presiding Officer

APPENDIX

Witnesses for the union in ID Nos.1/2014 & 4/2014

WW1	16.02.2016	Shri. Jayachandra. P
WW2	17.03.2016	Shri. Aneesh. K
WW3	02.08.2016	Shri. K. S. Bhat

Witnesses for the management in ID Nos.1/2014 & 4/2014

MW1	19.09.2016	Shri. M. Ambrose Joseph
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Exhibits for the union in ID Nos.1/2014 & 4/2014

W1	-	True copy of the 1 st page of the Pass Book in respect of Shri. Jayachandra. P in the Kasaragod Branch of Andhra Bank.
W1(a)	-	True copy of the Statement of Account for the period from 22.11.2003 to 27.01.2009 in respect of Shri. Jayachandra. P in the Kasaragod Branch of the management bank.
W2	-	True copy of the 1 st page of the Pass Book in respect of Shri. Aneesh. K in the Kanhangad Branch of Andhra Bank.

W2(a)	-	True copy of relevant pages of Pass Book in respect of Shri. Aneesh. K. for the period from 31.01.2009 to 09.07.2011
W3	-	True copy of the 1 st page of the Application dated 24.03.2005 for the post of Sub Staff in Andhra Bank , Kasaragod Branch submitted by Shri. Jayachandra. P.
W3(a)	-	True copy of the 2 nd page of the Application dated 24.03.2005 for the post of Sub Staff in Andhra Bank, Kasaragod Branch submitted by Shri Jayachandra. P.
W3(b)	-	True copy of Annexure III – Form of certificate to be produced by other Backward Classes applying for appointment to posts under the Government of India dated 22.02.1999 submitted by Shri. P. Jayachandra.
W4	-	True copy of Bio-Data dated 22.07.2008 submitted by Shri. P. Jayachandra
W5	-	True copy of the letter No.1143/19/0001 dated 19.03.2008 issued by the Manager, Andhra Bank, Kasargod Branch to the Senior Inspector, Legal Metrology, Office of the Controller of Legal Metrology, Kasaragod.
W6	-	True copy of the letter No.1143/3/40 dated 14.07.2011 issued by the Manager, Andhra Bank, Kasargod Branch to the General Manager, Andhra Bank, Zonal Office, Bangalore.
W7	-	True copy of Form D showing the Annual Return – Bonus paid to employees for the accounting year ending on the 31 st March, 2009 in the Andhra Bank, Kasaragod Branch.
W8	-	True copy of Form C showing Bonus paid to employees for the accounting year ending on the 31.03.2010 in the Andhra Bank, Kasaragod Branch.
W9	-	True copy of the Application dated 06.07.2011 for the post of Sub-Staff in Andhra Bank at Kanhangad Branch BIO-DATA submitted by Shri. Aneesh. K.
W10	-	True copy of the letter No.1144/3/2011 dated 14.07.2011 issued by the Manager, Andhra Bank, Kanhangad Branch to the General Manager, Andhra Bank, Zonal Office, Bangalore.
W11	-	True copy of the letter No.1144/3/2011 dated 07.07.2011 issued by the Manager, Andhra Bank, Kanhangad Branch to the General Manager, Andhra Bank, Zonal Office, Bangalore.
W12	-	True copy of the Certificate bearing No.1144/3/1022 dated 08.02.2012 issued by the Manager, Andhra Bank, Kanhangad Branch.
W13	-	True copy of the Legal Notice dated 25.07.2011 issued by the Inspector, Legal Metrology, Kanhangad in respect of Shri. Aneesh. K.
W14	-	True copy of the Debit Voucher No.00225036 dated 31.08.2010 for ₹720/- for the amount paid to Shri. Aneesh.
W15	-	True copy of the Debit Voucher No.00203767 dated 01.03.2011 for ₹3,600/- for the amount paid to Shri. Aneesh.
W16	-	True copy of the letter No.Nil dated 12.07.2011 issued by Shri. B. K. Prakash Advocate, Kasaragod to the Manager, Andhra Bank, Kanhangad Branch.
W17	-	True copy of the letter No.1144/3/2011 dated 14.07.2011 issued by the Manager, Andhra Bank, Kanhangad Branch to the General Manager, Andhra Bank, Zonal Office, Bangalore.

Exhibits for the management

NIL

नई दिल्ली, 11 मई, 2017

का.आ. 1268.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स ओ. एन.जी.सी. लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार

औद्योगिक अधिकरण एवं श्रम न्यायालय-2, मुंबई के पंचाट (संदर्भ संख्या 12/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-30011/17/2014-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1268.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 12/2015) of the Central Government Industrial Tribunal/Labour Court-2, Mumbai now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. O.N.G.C. Ltd. and their workman, which was received by the Central Government on 08.05.2017.

[No. L-30011/17/2014-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, MUMBAI

PRESENT : M.V. DESHPANDE, Presiding Officer

REFERENCE NO. CGIT-2/12 of 2015

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
O.N.G.C. LTD.

The Executive Director
Western Offshore, ONGC Ltd.
1-High, Bandra Sion Link Road
Dharavi
Mumbai 400 017

AND

THEIR WORKMEN

Shri S. Mishra
President
Oil Field Employees Association
E-4/5, Sector-1, CBD Belapur
Navi Mumbai-400 614.

APPEARANCES:

FOR THE EMPLOYER : Mr. S.V. Alva, Advocate.

FOR THE UNION : No appearance.

Mumbai, dated the 4th April, 2017

AWARD

The Government of India, Ministry of Labour & Employment by its Order No.L-30011/17/2014-IR (M), dated 23.01.2015 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2 (A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following industrial dispute to this Tribunal for adjudication:

“Whether the demand of the Union for withdrawal / review of transfer orders issued in respect of 23/20 contract Security Guards w.e.f. 12/12/2013, vide transfer order No.CISB/Operations/ Transfer letter/2013 dated 12/12/2013 without its compliance is justified?” Whether continuation of strike without complying formalities of Section 22 (1) of the ID Act, 1947 in relation to Oil Filed Establishment is legal and justified? If not, what legal remedy exists ?”

2. After receipt of the Reference, notices were issued to both the parties. Matter was adjourned on several occasions for filing Statement of Claim by second party/ Union. Again notice vide Ex-3 was issued to parties. Second party/Union neither appeared before this Tribunal nor filed Statement of claim. Without Statement of claim, the Reference cannot be decided on merits and the same deserves to be dismissed. Orders were passed on Ex-1. Accordingly I pass the following order:

ORDER

Reference stands dismissed for want of prosecution.

Date: 04.04.2017

M. V. DESHPANDE, Presiding Officer/Judge

नई दिल्ली, 11 मई, 2017

का.आ. 1269.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 43/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-29012/52/2006-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1269.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 43/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 08.05.2017.

[No. L-29012/52/2006-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 5th APRIL, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 43/2007

I Party

Shri Nagappa,
S/o Late Ninge Gowda,
Chattanahalli Village,
Anathi Post, Bagur Hobli,
Channarayapatna Taluk,
Hassan District

II Party

The Managing Director,
Mysore Minerals Limited,
No.39, M.G. Road,
Bangalore – 560001

AWARD

1. The Central Government vide Order No. L-29012/52/2006-IR (M) dated 07.03.2007 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

‘Whether the action of the management of M/s Mysore Minerals Ltd in imposing the punishment of forceful retirement from the services w.e.f 29/09/1998 by way of order of discharge dated 17/11/1998 on Sh. Nagappa, Mining Worker, Allayanpura Mines, Nanjangoodu of M/s Mysore Minerals Ltd., is legal, and justified? If not, to what relief the workman is entitled and from which date?’

2. After the receipt of the reference, the matter has been registered on the file of this Tribunal and notices have been sent for both parties. None appeared for the Ist party and Ist party also called absent for the hearing before this Court.

3. Unfortunately, the Ist party has failed to make appearance before this Tribunal. Further, in the present matter, the Ist party has been furnished with sufficient and adequate opportunities to make his submissions, in the present case. It is the settled law, that the particular matter has to be judged, in the light of its facts and circumstances of the said matter only. Already, reasonable opportunities have been granted to the Ist party to make his submissions. Therefore, it would be laying down the proposition, a little too broadly, to say that, even in an Award passed rejecting the Award for non-prosecution, it must be supported by elaborate reasons and details. After going through the material records, this Tribunal does not find any substance in the submission of the Ist Party. Further more it is seen that, the contentions of the Ist Party cannot be accepted for the above mentioned reasons also. Moreover, on the perusal of the material records, it can be very well said that the Ist Party is not interested to contest the present matter, on the question of fact and also on the question of law.

4. In the above mentioned circumstances, it would be very much clear in the present matter, that the Ist party has no interest to contest the present matter. It is for the Ist party to make out a case that he has a right to continue in service of management and that the management has done a mistake in discontinuing his services. Further, on behalf of II party, Office superintendent, has appeared before this Tribunal and also, reported that, as per the provisions of law, the said action has been taken by the II party.

5. Since no appearance has been made and also claim statement has not been filed and further no case has been made out by Ist party and the present reference has only to be rejected for non- prosecution. Therefore, keeping in view the conduct of Ist party in, not appearing before this Tribunal, and his conduct, in not filing claim statement, in support of the said reference, it is crystal clear that the Ist party is no more interested in prosecuting the claim against II party. In the result and also in above mentioned facts and situations, it has to be held the present reference has to be rejected, for non prosecution and no useful purpose will be served in keeping the proceedings any more pending. Hence the following order

ORDER

Reference is dismissed for non-prosecution.

(Dictated, transcribed, corrected and signed by me on 5th April, 2017)

V. S. RAVI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1270.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 24/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-29012/1/2008-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1270.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 24/2008) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 08.05.2017.

[No. L-29012/1/2008-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 5th APRIL, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 24/2008

I Party

Shri Naganna,
S/o Late Ninge Gowda,
Chattanahalli Village,
Anathi Post, Bagur Hobli,
Channarayapatna Taluk,
Hassan District (Karnataka)

II Party

The Managing Director,
Mysore Minerals Limited,
No.39, M.G. Road,
Bangalore – 560001

AWARD

1. The Central Government vide Order No.L-29012/1/2008-IR(M) dated 02.04.2008 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section 2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the Termination of Shri Naganna by the Management of Mysore Minerals Limited w.e.f. 1/6/1998 is justified? If not to what relief the workman is entitled to?”

2. After the receipt of the reference, the matter has been registered on the file of this Tribunal and notices have been sent for both parties. None appeared for the Ist party and Ist party also called absent. In fact, notice of hearings have been sent to the I party by RPAD through the Department of Posts, India and Still, no representation has been made on behalf of I party and also, I party is called, absent.

3. On perusal of records, already notices have been sent and, the said notices have been served to both the parties. Hence, it is found that inspite of giving sufficient and adequate chances by issuing notices of hearing to I party, the I party has not made any appearance. In such circumstances, the matter is posted for passing Award, after the perusal of entire records brought on record.

4. Further, from the above mentioned circumstances, it would be very much clear, in the present matter, that the I party has no interest to contest the present matter. It is for the I party to make out a case that I party is entitled to get the above mentioned benefits and that the management has done a mistake by denying the said benefits. Further, on behalf of the 2nd party, Mr. K. Venkatarama Reddy, Advocate of the 2nd Party filed vakalat on 02.07.2010 and reported that the 2nd party has not violated any provisions of the Rules and also, already granted all the legitimate benefits to the I party and also, as per the provisions of law, the relevant benefits have been granted by the 2nd Party. Under the above mentioned special circumstances and peculiar facts, this Tribunal is constrained to pass appropriate award, after the perusal of materials available on record.

5. Since, no appearance has been made and also claim statement has not been filed and further no case has been made out by I party and the present reference has only to be rejected for non-prosecution. Therefore, keeping in view the conduct of I party in, not appearing before this Tribunal, even though notices have been sent to the I party by way of RPAD and the conduct of I Party in not filing claim statement, in support of the said reference, it is crystal clear that the I party is no more interested in prosecuting the claim against II party. In the Counter statement, the II Party has vividly pointed out that the I Party herein is not entitled to get any relief, in the present matter. In the result and also in above mentioned facts and situations, it is to be held that the present reference has to be rejected, for non prosecution and no useful purpose will be served in keeping the proceedings any more pending. Hence the following award.

AWARD

Reference is dismissed for non-prosecution.

(Dictated, transcribed, corrected and signed by me on 5th April, 2017)

V. S. RAVI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1271.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स मैसूर मिनरल्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, बेंगलूर के पंचाट (संदर्भ संख्या 26/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-29012/2/2009-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1271.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 26/2009) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Mysore Minerals Limited and their workman, which was received by the Central Government on 08.05.2017.

[No. L-29012/2/2009-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
BANGALORE**

DATED : 5th APRIL, 2017

PRESENT : Shri V. S. RAVI, Presiding Officer

C R No. 26/2009

I Party

Shri K. Rangamma,
S/o Late Kannappa,
R/o Indira Colony, Kumsi Post,
Shimoga Taluk & District

II Party

The Managing Director,
Mysore Minerals Limited,
No.39, M.G. Road,
Bangalore – 560001

AWARD

1. The Central Government vide Order No.L-29012/2/2009-IR(M), dated 02.06.2009 in exercise of the powers conferred by Clause (d) of Sub-Section (1) and Sub-Section2(A) of Section 10 of Industrial Dispute act, 1947 has made this reference for adjudication with following Schedule :

SCHEDULE

“Whether the termination of Smt K. Rangamma by the management of Mysore Minerals Limited w.e.f 06.06.1998 is justified? What relief the workman is entitled to?”

2. After the receipt of the reference, the matter has been registered on the file of this Tribunal and notices have been sent for both parties. None appeared for the Ist party and Ist party also called absent. In fact, notice of hearings have been sent to the I party by RPAD through the Department of Posts, India and Still, no representation has been made on behalf of I party and also, I party is called, absent.

3. On perusal of records, already notices have been sent by RPAD to both parties. Hence, it is found that inspite of giving sufficient and adequate chances by issuing notices of hearing to I party, the I party has not made any appearance. In such circumstances, the matter is posted for passing Award, after the perusal of entire records brought on record.

4. Further, from the above mentioned circumstances, it would be very much clear, in the present matter, that the I party has no interest to contest the present matter. It is for the I party to make out a case that I party is entitled to get the above mentioned benefits and that the management has done a mistake by denying the said benefits. Further, on behalf of the 2nd party, Mr. A.K. Vasanth, Advocate of the 2nd Party filed vakalat on 12.05.2010 and reported that the 2nd party has not violated any provisions of the Rules and also, already granted all the legitimate benefits to the I party and also, as per the provisions of law, the relevant benefits have been granted by the 2nd Party. Under the above mentioned special circumstances and peculiar facts, this Tribunal is constrained to pass appropriate award, after the perusal of materials available on record.

5. Since, no appearance has been made and also claim statement has not been filed and further no case has been made out by I party and the present reference has only to be rejected for non- prosecution. Therefore, keeping in view the conduct of I party in, not appearing before this Tribunal, even though notices have been sent to the I party by way of RPAD and the conduct of I Party in not filing claim statement, in support of the said reference, it is crystal clear that the I party is no more interested in prosecuting the claim against II party. In the result and also in above mentioned facts and situations, it is to be held that the present reference has to be rejected, for non prosecution and no useful purpose will be served in keeping the proceedings any more pending. Hence the following award.

AWARD

Reference is dismissed for non-prosecution.

(Dictated, transcribed, corrected and signed by me on 5th April, 2017)

V. S. RAVI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1272.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स एस. बी. मूवर्स एण्ड लिफ्टर्स प्रा. लिमिटेड एवं अन्य के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, हैदराबाद के पंचाट (संदर्भ संख्या 65/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. जेड-16025/3/2017-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1272.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 65/2007) of the Central Government Industrial Tribunal/Labour Court, Hyderabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. S.B. Movers & Lifters Pvt. Ltd. and others and their workman, which was received by the Central Government on 08.05.2017.

[No. Z-16025/3/2017-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
HYDERABAD**

Present : Sri Muralidhar Pradhan, Presiding Officer

Dated the 23rd day of March, 2017

INDUSTRIAL DISPUTE L.C. No. 65/2007

Between:

Sri V. Ramalingeswara Rao,
S/o Chidananda Rao,
R/o D.No.2-144, Purushottapuram Colony,
Pendurthi Mandal,
Visakhapatnam – 530 026

...Petitioner

AND

1. The Manager,
S.B. Movers & Lifters Pvt. Ltd.,
Flat No.111C, D.No.47-11-8,
Kuppili apartments,
1st Lane, Dwarakanagar,
Visakhapatnam – 530 016.
2. The Managing Director,
S.B. Movers & Lifters Pvt. Ltd.,
DSIDC Shed No.16,
OKHLA Industrial Estate, Phase-I,
New Delhi – 110 020.
3. The Regional Manager,
Steel Authority of India,

Near Harbour Police Station,
Port Area, Visakhapatnam

...Respondents

Appearances:

For the Petitioner	:	Party in person
For the Respondent Nos. 1 & 2	:	M/s. K. Sai Rama Murthy, K. Jayashree, & M. Phani Kumar, Advocates
For the Respondent No. 3	:	M/s. C.R. Sridharan, G. Narender Reddy, S. Ramesh, M. Srinivasa Reddy, GVS Ganesh & PSS Prasanna, Advocates

AWARD

Sri V. Ramalingeswara Rao, who worked under the Respondents (who will be referred to as the workman) has filed this petition under Sec. 2A(2) of the Industrial Disputes Act, 1947 against the Respondents seeking for declaring the oral termination as illegal, arbitrary and to set aside the same consequently directing the Respondents to reinstate the Petitioner into service duly granting all the consequential benefits such as continuity of service, back wages and all other attendant benefits etc., and such other reliefs as this court may deems fit.

2. The Petitioner submitted that he has joined as a skilled workman under the Third Respondent on 20.4.1997 and one Jai Hanuman Transport Company used to pay him the wages. While so, on 14.10.2006 the Petitioner was prevented from attending duty without any reason or communication. Though he has issued demand notice to the Respondents, no response was received by him in this regard. Hence, this claim petition.

3. The Respondents filed counter denying the averments made in the claim petition filed by the Petitioner. It is submitted that the Petitioner is not a contract labour at Visakhapatnam under the direct administrative control of the 3rd Respondent. The Petitioner was appointed by a contractor but not by Respondent No.3. On 12.10.2006 Respondent Nos. 1 and 2 have given a notice informing all the concerned staff that their present contract will expire by 14.10.2006 and those who are interested to continue their services with them can submit their applications in writing in prescribed proforma on or before 14.10.2006, but there was no response from the Petitioner. As such, he was not taken into the fresh contract. Hence, the petition be dismissed.

4. On 23rd March, 2017, both the parties filed one joint memo stating to close the case as the claim of the Petitioner has already been settled. Perused the memo. Heard the Petitioner and one Senior Manager of the Respondents' management.

5. In view of the joint memo filed by the parties the same is accepted and the case is closed as withdrawn for the interest of justice.

Accordingly, a 'No Dispute' award is passed. Transmit.

Typed to my dictation by Sri J. Vijaya Sarathi, Secretary to the Court, corrected by me on this the 23rd day of March, 2017.

MURALIDHAR PRADHAN, Presiding Officer

Appendix of evidence

Witnesses examined for the Petitioner

NIL

Witnesses examined for the Respondent

NIL

Documents marked for the Petitioner

NIL

Documents marked for the Respondent

NIL

नई दिल्ली, 11 मई, 2017

का.आ. 1273.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स हिन्दुस्तान कॉपर लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय

सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 22/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-43012/27/1995-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1273.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 22/1996) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Hindustan Copper Limited and their workman, which was received by the Central Government on 08.05.2017.

[No. L-43012/27/1995-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference No. 22/1996

Employer in relation to the management of M/s. Hindustan Copper Limited

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand

Industry : Coal

Dated- 27/04/2017

AWARD

By order No. L-43012/27/1995-IR(M) dated 25/04/1996, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of M/s. Hindustan Copper Limited/ Indian Copper Complex, mosabani mines in his missing Shri Swapan kumar Nad, Ex- Sr. Store- keeper (Hospital) B. No. 5128 from the company’s service is correct and justified. If not, what relief the workman is entitled for?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1274.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. एस.एम.डी.सी. कोडरमा माइका यूनिट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 36/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-29011/25/1991-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1274.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 36/1996) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. B.S.M.D.C. Kodarma Mica Unit and their workman, which was received by the Central Government on 08.05.2017.

[No. L-29011/25/1991-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference No. 36/1996

Employer in relation to the management of M/s. B.S.M.D.C. Kodarma Mica Unit

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri Rahul Kumar, Advocate

For the workman : None

State : Jharkhand

Industry : Mica

Dated- 24/04/2017

AWARD

By order No. L-29011/25/1991-IR(M) dated 25/03/1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“whether the action of the management of BSMDC kodarma Mica Unit, P.O. Kodarma, Distt. Hazaribagh in not making the payment of dues to Shri Ganesh Modi and Bhola Singh is legal and justified? If not, to what relief he is entitled to?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1275.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. एस.एम.डी.सी. लिमिटेड, कोडरमा माइका यूनिट के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 37/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-29011/48/1991-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1275.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 37/1996) of the Central Government Industrial Tribunal/Labour

Court-1, Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. B.S.M.D.C. Ltd., Kodarma Mica Unit and their workman, which was received by the Central Government on 08.05.2017.

[No. L-29011/48/1991-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference No. 37/1996

Employer in relation to the management of M/s. B.S.M.D.C. Mica Mines, Kodarma

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri Rahul Kumar, Advocate

For the workman : None

State : Jharkhand

Industry : Mica

Dated- 21/04/2017

AWARD

By order No. L-29011/48/1991-IR(M) dated 21/02/1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the system prevailing in this organization of M/s. Bihar State mineral Development Corporation Ltd. For the workmen, working in Koderma Mica Unit is legal and justified? If not, to what relief these workmen are entitled to?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates by workman, none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1276.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बी. एस.एम.डी.सी. लिमिटेड, कोडरमा के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 38/1996) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-29011/30/1991-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1276.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 38/1996) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the

management of M/s. B.S.M.D.C. Ltd., Kodarma and their workman, which was received by the Central Government on 08.05.2017.

[No. L-29011/30/1991-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference No. 38/1996

Employer in relation to the management of M/s. B.S.M.D.C. Ltd.

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri Rahul Kumar, Advocate

For the workman : None

State : Jharkhand

Industry : Mica Mines

Dated- 25/04/2017

AWARD

By order No. L-29011/30/1991-IR(M) dated 07/04/1992, the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the action of the management of B.S.M.D.C Ltd. Koderma by not making the legal dues to their workman Shri Verma and five others is legal and justified? If not, to what relief he is entitled to?”

Note :- List of workmen is not enclosed alongwith order of reference

2. After receipt of the reference, both parties are noticed. But appearing for certain dates by the workman, none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1277.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार मैसर्स बोकारो इस्पात संयंत्र (सेल) के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय-1, धनबाद के पंचाट (संदर्भ संख्या 39/2013) को प्रकाशित करती है, जो केन्द्रीय सरकार को 08.05.2017 को प्राप्त हुआ था।

[सं. एल-29011/42/2013-आईआर (एम)]

राजेश कुमार, अवर सचिव

New Delhi, the 11th May, 2017

S.O. 1277.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 39/2013) of the Central Government Industrial Tribunal/Labour Court-1, Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the

management of M/s. Bokaro Steel Plant (SAIL) and their workman, which was received by the Central Government on 08.05.2017.

[No. L-29011/42/2013-IR (M)]

RAJESH KUMAR, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference No. 39/2013

Employer in relation to the management of M/s. Bokaro Steel Plant (SAIL)

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : Shri D. K. Verma, Advocate

For the workman : Shri K. K. Mishra, Advocate

Industry : Steel

Dated- 20/04/2017

AWARD

By order no . L- 29011 /42/2013-IR (M) dated 26/ 08/2013, the Central Government in the Ministry of Labour has in exercise of the power conferred by clause (d) of sub – section (1) and sub – section (2A) of section 10 of the Industrial Disputes Act , 1947 referred the following dispute for adjudication to this Tribunal :

SCHEDULE

“Whether the action of the management of Bokaro Steel Plant SAIL in not paying 20% special Allowance to the workers, working in Bokaro General Hospital is legal and justified? What relief the workmen are entitled to?”

ANNEXURE

S. No.	STNO	NAME	GRADE	CLS	DESDSCP
1	280107	SHASHI KANT KUMAR SINHA	S11	D	CHIEF PHARMACIST
2	325416	VIDYA SAGAR KUMAR	S11	D	CHIEF PHARMACIST
3	338211	YADU NANDAN PRASAD	S11	D	CHIEF PHARMACIST
4	381210	SHAUKAT ALI	S11	D	CHIEF PHARMACIST
5	392093	UPENDRA NARAYAN SINGH	S10	C	MULTI SKLD TECH
6	401224	MS PRATIMA ROY	S11	C	NURSING SISTER
7	410746	ADITYA KUMAR	S10	D	DRESSIER
8	414342	BLANDINA TUDU	S11	C	NURSING SISTER
9	439499	JAI KANT SINGH	S11	D	CHIEF PHARMACHIST
10	453522	JWALA PRASAD	S11	D	SR PHARMACHIST
11	453530	SATISH KUMAR PRASAD	S11	D	SR PHARMACHIST
12	459778	YADU NANDAN PRASAD	S11	X	STENOGRAPHER
13	467276	K.S.N.NAIR	S11	D	SR X-RAY TECHN
14	469892	MD PHOOL HASSAN	S11	D	LAB TECHNICIAN

15	484965	KAUSHAL KISHOR MISHRA	S9	C	DRESSER
16	491514	USHA RAJ MOHAN	S11	C	NURSING SISTER
17	491522	MEENA SINHA	S11	C	NURSING SISTER
18	491564	FLORENCE KISKU	S11	C	NURSING SISTER
19	491697	THRESIAMMA RAJAN	S11	C	NURSING SISTER
20	491720	ROSHAN CHAKRABORTY	S11	C	NURSING SISTER
21	502220	RADHE SHYAM SINHA	S11	D	CHIEF PHARMACIST
22	606642	MAHBOOB ANSARI	S7	A	MESS/JR TECH
23	611104	SUSARI GURIA	S11	C	NURSING SISTER
24	620337	LAKSHMI BHATTA CHARYA	S11	C	NURSING SISTER
25	620353	TAPTI DAS	S11	C	NURSING SISTER
26	620379	PRABHAWATI BARLA	S11	C	NURSING SISTER
27	620387	REMONY MATHEW	S11	C	NURSING SISTER
28	620402	RASHMI MATHAI	S11	C	NURSING SISTER
29	620444	SARAMMA SAMUEL	S11	C	NURSING SISTER
30	620460	JAYANTI STYAM	S11	C	NURSING SISTER
31	620478	KOCHUTHRESIA GEORGE	S11	C	NURSING SISTER
32	642753	SUSHILA GAGRAI	S11	C	NURSING SISTER
33	644048	SAMIRENDORA NATH BHATTACHARJEE	S11	C	S/MED SOCL W/C
34	644220	SARAMMA BABY	S11	C	NURSING SISTER
35	644337	NANDITA ROY	S11	C	NURSING SISTER
36	644353	ESRAN MALWA	S11	C	NURSING SISTER
37	644379	REGINA VINCENTAI KERKETTA	S11	C	NURSING SISTER
38	644395	DIPALI CHOWDHURY	S11	C	NURSING SISTER
39	644410	SAROJ KUJUR	S11	C	NURSING SISTER
40	644741	ASHA VENUGOPAL	S11	C	NURSING SISTER
41	644759	SANTHAMMA KAITHAKUZAHHYIL GOPAL	S11	C	NURSING SISTER
42	644808	RAMAWATAR PRASAD	S11	D	CHIEF PHARMACIST
43	644832	NELI BARLA	S11	C	NURSING SISTER
44	644866	NILMANI TIRU	S11	C	NURSING SISTER
45	647092	SALY SEBASTIAN	S11	C	NURSING SISTER
46	647117	MARIAMMA VARGHESE	S11	C	NURSING SISTER
47	647175	KALPANA GHOSH	S11	C	NURSING SISTER
48	647133	KRISHNA GHOSH	S11	C	NURSING SISTER
49	647167	AGNESIA LINDA	S11	C	NURSING SISTER
50	647183	SHEELA SRIDHARAN NAIR	S11	C	NURSING SISTER
51	647216	KUMUDINI KERKETTA	S11	C	NURSING SISTER

52	647240	SUNITA TIWARI	S11	C	NURSING SISTER
53	647258	BINITA THAKUR	S11	C	NURSING SISTER
54	647414	FRANCISCA KUJUR	S11	C	NURSING SISTER
55	647836	THRESIAMMA JOSE	S11	C	NURSING SISTER
56	647844	MARY JOSEPH	S11	C	NURSING SISTER
57	647860	ANNA MATILDA SURIN	S11	C	NURSING SISTER
58	648454	RAMASWAMY LATA	S11	C	NURSING SISTER
59	650037	NILIMA BANDOPADHYAY	S11	C	NURSING SISTER
60	650045	ROUSHAN JAHAN ANSARI	S11	C	NURSING SISTER
61	650053	INDIRA KONCHAKUZHIL PRAVAKRAN	S11	C	NURSING SISTER
62	655582	RAMA RANI BANERJEE	S11	C	NURSING SISTER
63	655615	LILLY SUSHANTI SURESH	S11	C	NURSING SISTER
64	655623	ALEYAMMA JOSEPH	S11	C	NURSING SISTER
65	655631	USHA KIRAN PRASAD	S11	C	NURSING SISTER
66	655657	ROSAMMA JAMES	S11	C	NURSING SISTER
67	655665	ALCY KUTTY THOMAS	S11	C	NURSING SISTER
68	655673	ROSHNI KHALKHO	S11	C	NURSING SISTER
69	655681	SUSAN MATHAIKUTY	S11	C	NURSING SISTER
70	665167	ASHA SHARMA	S11	C	NURSING SISTER
71	661175	PUSH PAMMA TOMY	S11	C	NURSING SISTER
72	661208	SANGITA CHATTERJEE	S11	C	NURSING SISTER
73	661224	CELINE KOSHY VARGHESE	S11	C	NURSING SISTER
74	661240	SUBHRA MANNA	S11	C	NURSING SISTER
75	661307	ANNA SASIDHARAN SAM	S11	C	NURSING SISTER
76	664020	UPENDRA KUMAR	S11	C	SR PHARMACIST
77	664038	HEM CHANDRA SINGH	S11	C	SR PHARMACIST
78	664046	SURESH KUMAR	S11	C	WARD KEEPER
79	664062	SATYA DEO PRASAD	S10	D	LAB TECHNICIAN
80	664070	BINODA NAND SINGH	S10	D	LAB TECHNICIAN
81	665755	BIJAY KUMAR	S11	C	SR PHARMACIST
82	665763	NARESH PRASAD MAHTO	S11	C	SR PHARMACIST
83	665888	LYSAMMA GEORGE	S11	C	NURSING SISTER
84	665929	LIZY VARGHESE	S11	C	NURSING SISTER
85	665937	CHANDESHWAR SAH	S11	C	SR PHARMACIST
86	665987	NILMADHAB SEN	S11	C	SR PHARMACIST
87	666000	MANJU MAZUMDAR	S11	C	NURSING SISTER
88	666018	BANANI SAHA	S11	C	TUTOR
89	666026	SAMPA MALLICK	S11	C	NURSING SISTER

90	673203	VIJAYAM RAMACHANDRAN	S11	C	NURSING SISTER
91	674946	KABITA BANERJEE	S11	C	NURSING SISTER
92	674954	SUMITA DAS	S11	C	NURSING SISTER
93	674996	LEELAMMA JOHN	S11	C	NURSING SISTER
94	675001	BHARATI GANGULY	S11	C	TUTOR
95	675019	CHANDRA GHOSH	S11	C	NURSING SISTER
96	675043	ALEYAMMA VIJAYA	S11	C	NURSING SISTER
97	675051	SWAPNA MANDAL	S11	C	NURSING SISTER
98	675069	REKHA SAHA	S11	C	NURSING SISTER
99	675077	ANJALI MISHRA	S11	C	NURSING SISTER
100	675085	SHEEKHA RANI DEY	S11	C	NURSING SISTER
101	675100	REBA ROY	S11	C	NURSING SISTER
102	675118	VALSALA THULASI DHARAN PILAI	S11	C	NURSING SISTER
103	675134	SUKALA SINGH	S11	C	NURSING SISTER
104	675142	UMA MONDAL	S11	C	NURSING SISTER
105	675150	SOSAMMA ALEX	S11	C	NURSING SISTER
106	675598	BABY ACHARYA	S11	C	NURSING SISTER
107	676827	CELINE JOHN	S11	C	NURSING SISTER
108	676877	DIPA SARKAR	S11	C	NURSING SISTER
109	676885	MARY VARGHESE	S11	C	NURSING SISTER
110	676900	DAISY JOY	S11	C	NURSING SISTER
111	676918	NEETA SHEE	S11	C	NURSING SISTER
112	677023	RAJAMMA VISWANATHAN	S11	C	NURSING SISTER
113	679045	SHIBANI MUKHERJEE	S10	C	NURSING SISTER
114	679053	ANUSHREE ROY	S10	C	NURSING SISTER
115	679087	LATHA MADHU	S10	C	NURSING SISTER
116	679095	SHIKHA CHAKRABOTY	S10	C	NURSING SISTER
117	679110	KANAK DURGA MAHAPATRA	S10	C	NURSING SISTER
118	679128	MANI AMMA ROY	S10	C	NURSING SISTER
119	679136	ALIAMMA PHILIPOSE	S10	C	NURSING SISTER
120	679178	DEEPTY RAY	S10	C	NURSING SISTER
121	679201	JAYA RAJU	S10	C	NURSING SISTER
122	679219	SUBHRA ROY	S10	C	NURSING SISTER
123	679227	MARY PHILIP	S10	C	NURSING SISTER
124	680282	SWAPANA JAISWAL	S10	C	NURSING SISTER
125	680290	AJIT KUMAR SINHA	S11	C	SR PHARMACIST
126	681941	GHAN SHYAM SHARMA	S10	D	SR X RAY- TECHN
127	682428	KRISHNA YADAV	S11	C	SR PHARMACIST

128	682444	TANUJHA CHOUDHARY	S10	C	NURSING SISTER
129	682519	MARIAM SURIN	S10	C	NURSING SISTER
130	682527	SUSMITA SINGO MURMU	S10	C	NURSING SISTER
131	682569	LALAN KUMAR SINHA	S11	C	SR PHARMACIST
132	682650	RASH BIHARI PRAAD SINGH	S11	C	SR PHARMACIST
133	682767	SHAILA MANORMA KHALKHO	S10	C	NURSING SISTER
134	682866	EDITH BARWA	S10	C	NURSING SISTER
135	682907	RENUJ MINZ	S10	C	NURSING SISTER
136	683169	PANNA LAL PRASAD	S10	D	SR LAV TECGB
137	683187	BIBEKANANDA MUKHERJEE	S10	D	SR LAV TECGB
138	683492	FULMANI TOPPO	S10	C	NURSING SISTER
139	683898	ASHIS KUMAR CHAKARABORTY	S11	X	SR MASTER (SG)
140	683939	ASIYAN BAHALEN TOPNO	S10	C	NURSING SISTER
141	683955	JIRAN PAUL PARDHIYA	S10	C	NURSING SISTER
142	684432	BERONICA KHESS	S10	C	NURSING SISTER
143	684599	STELLA TIRKEY	S10	C	NURSING SISTER
144	684680	RAYMOND PASCHAL	S10	D	SR X RAY- TECHN
145	684698	EMERENCIA KIRO	S10	C	NURSING SISTER
146	688278	KAULESHWAR CHAUDHARY	S9	C	LAB TECHNICIAN
147	688286	MANOJ KUMAR OJHA	S9	C	LAB TECHNICIAN
148	688264	JAGAR NATH RAJAK	S9	C	LAB TECHNICIAN
149	691156	SANGEETA MUNDA	S10	C	NURSING SISTER
150	691164	AMBIKA BALACHANDRAN	S10	C	NURSING SISTER
151	691180	MARYAMMA BABU	S10	C	NURSING SISTER
152	691213	SHAILA JOHNSON	S10	C	NURSING SISTER
153	691255	BEENA SABU	S10	C	NURSING SISTER
154	691263	ALEYAMMA JESTO	S10	C	NURSING SISTER
155	691271	THRESIAMMA EZHUTHUPURAYIL JOSE	S10	C	NURSING SISTER
156	691289	PRATIMA TOPPO	S10	C	NURSING SISTER
157	691297	ANITA TOPPO	S10	C	NURSING SISTER
158	691304	PUSPA KANTI KINDO	S10	C	NURSING SISTER
159	691312	MEWA PUSHPA	S10	C	NURSING SISTER
160	691320	NEERA SATISH KUMAR	S10	C	NURSING SISTER
161	691346	UMA DEVI UNNIKRISHNA	S10	C	NURSING SISTER
162	691354	RAJESHWARI SURESH	S10	C	NURSING SISTER
163	691362	ABHA KUJUR	S10	C	NURSING SISTER
164	691370	KABITA DESHMUKH	S10	C	NURSING SISTER

165	691396	NUTAN AMRIT	S10	C	NURSING SISTER
166	694003	RAJALAKSHMI SURESH	S10	C	NURSING SISTER
167	691883	JAYASHRI	S10	C	NURSING SISTER
168	752742	NUTAN RUNDA	S9	C	NURSING SISTER
169	752776	MEETA SARKAR	S10	C	NURSING SISTER
170	752817	ILLA BAXLA	S10	C	NURSING SISTER
171	752825	TANDRA BOSE	S10	C	NURSING SISTER
172	752833	CECILIA TIRKEY	S10	C	NURSING SISTER
173	752859	MOUSUMI GHOSH	S10	C	NURSING SISTER
174	752867	LALITA KUMARI	S10	C	NURSING SISTER
175	752883	ANITHA VINAY	S10	C	NURSING SISTER
176	752916	RETNAMMAS RAJAN	S10	C	NURSING SISTER
177	752954	VALSALA JOSEPH	S10	C	NURSING SISTER
178	752966	BIRSI TIGGA	S10	C	NURSING SISTER
179	753188	SHEEBA SURESH	S10	C	NURSING SISTER
180	753287	PURNIMA SINGH	S10	C	NURSING SISTER
181	753641	NIHAR KANTI SINGH	S10	C	RADIO THERA/TEC
182	754920	MOYNA MONDAL	S9	C	NURSING SISTER
183	754946	SHIRANJEET KAUR CHADHA	S9	C	NURSING SISTER
184	754954	MOW SINGH	S9	C	NURSING SISTER
185	754962	ARCHANA S KUMAR	S9	C	NURSING SISTER
186	754988	MADHU SINGH	S9	C	NURSING SISTER
187	754996	SUMAN PANDIT	S9	C	NURSING SISTER
188	755027	JILANTI MINZ	S9	C	NURSING SISTER
189	755051	USHA RANI MOHANTI	S9	C	NURSING SISTER
190	755069	SUDHA GIRI	S9	C	NURSING SISTER
191	755077	SRI DEVI	S9	C	NURSING SISTER
192	755093	SUSHILA PASWAN	S9	C	NURSING SISTER
193	755110	SHUBHA PRAKASH	S9	C	NURSING SISTER
194	755118	RAJITA EKKA	S9	C	NURSING SISTER
195	755134	MADHU BANI MINZ	S9	C	NURSING SISTER
196	759566	SUSHMA KUMARI	S9	C	NURSING SISTER
197	756615	NILAM KUMARI	S9	C	NURSING SISTER
198	759623	KANCHAN KUMARI	S9	C	NURSING SISTER
199	756931	SWAMYANTHAN SREEJA VENUGOPAL	S9	C	NURSING SISTER
200	759649	GOPA DEY	S9	C	NURSING SISTER
201	759681	MONIKA TIGGA	S9	C	NURSING SISTER
202	759847	VIKASH KUMAR KATIYAR	S10	C	ORTHOPIST

203	760208	JAYANTA GHOSH	S8	C	TECHN/X-RAY
204	760448	LAKSHMI KANTA DIAN	S8	C	TECHN/X-RAY
205	760860	TERESA MINJ	S9	C	NURSING SISTER
206	760878	MARIAM BHENGRA	S9	C	NURSING SISTER
207	760886	KISHORI PRABHA KUJUR	S9	C	NURSING SISTER
208	760894	SITA KUMARI	S9	C	NURSING SISTER
209	760901	PRASAN KUJUR	S9	C	NURSING SISTER
210	760919	ANU VERMA	S9	C	NURSING SISTER
211	760927	GIRTALI MALLICK	S9	C	NURSING SISTER
212	760935	MANJU KUMARI	S9	C	NURSING SISTER
213	760943	MANJIT RANI	S9	C	NURSING SISTER
214	760951	BABITA KUMARI	S9	C	NURSING SISTER
215	760969	URMILA PRASAD	S9	C	NURSING SISTER
216	760993	SARASWATI DEEP	S9	C	NURSING SISTER
217	761008	RENU KUMARI	S9	C	NURSING SISTER
218	761032	ANITA DEVI	S9	C	NURSING SISTER

2. The case is received from Ministry of Labour on 17.09.2013. After receipt of the reference, both parties are noticed. The Sponsoring Union files their written statement on 28.11.2013. After long delay the management files their written statement on 26.11.2014. Thereafter rejoinder and documents filed by the parties. Three witnesses examined on behalf of the sponsoring Union and one witness examined on behalf of the management. Documents of the workman marked as W-1 to W-13 and one document with parts of management also marked as M-1 series.

3. The case of the workmen is that the employees of Bokaro Steel Plant working in Bokaro General Hospital particularly Nursing and para Medical Staff are governed by the Service Rules of Bokaro Steel Plant. It has been admitted by the management of Bokaro Steel during conciliation proceedings vide letter No. pers/IR/2012-1209 dated 21.11.2012 that the employees of Bokaro steel Plant working in Bokaro General Hospital are governed by service Rules, Standing orders and Executive Orders issued from time to time and these employees have been getting all the benefits under service Rules.

4. It is further submitted by the union that the non-executive employees of Bokaro Steel Plant, who are covered under service rules are required to perform duties from Monday to Friday from i.e 9.30 AM to 5.00 PM with one hour lunch break and on Saturdays from 9.30 AM to 1.00 PM. So, the duty hours of employees of Bokaro steel Plant who are governed by service Rules is 36 Hours in a week. This can be further seen from the Circular No. GM (P&A)/2008-7267 dated 12.12.2008 issued by GM (P& A) of BSP categorically clarifying the working hours of the non executive employees governed by Standing Orders and Service Rules as follows:-

Standing Orders : **8.30 AM to 5.00 PM (With half an hour lunch break)**

Service Rules : **Monday to Friday 9.30 AM to 5.00PM (with one hour lunch break), Saturday 9.30 AM to 1.00PM**

5. It is further submitted by the Union that the Nursing and Para Medical staff of Bokaro General Hospital are covered under Service Rules, they are working for 48 hours in a week and are also performing Shift wise duties.

6. It is clear that the Nursing and Para Medical Staff of Bokaro General Hospital are performing 12 hours additional duty every week compared to other employees who are also governed by the service Rules of Bokaro Steel Plant. It is also submitted that employees who are governed by service Rules and working in the sales Accounts and EDP centre of Bokaro Steel Plant and who are required to work for 48 hours in a week in shifts are paid 20% of their Basic pay and DA as Special allowance to compensate for the extension at the time of change in working hours from 36 to 48 hours. They are also getting incentive and reward in addition to the aforesaid allowance of 20% of basic pay & DA.

7. It is further submitted by the union that the Nursing and Para Medical staff of Bokaro General Hospital are deprived of their genuine legal rights for a long time and are exploited through unfair labour practice by the management. It is also submitted that the Nursing and Para Medical staff of Bokaro General Hospital are getting all the benefits as per service rule but they have been deliberately deprived of their rights of 20% of their basic pay DA as special allowance as though they work hour from 36 to 48 hours and also working in shift wise duty.

8. On the other hand, the case of the management is that the names of workmen concerned are not incorporated alongwith the order of reference, in absence of names of workmen concerned the present reference is indefinite and vague. It is said that the inception of Bokaro General Hospital and introduction of shift wise duty, the employees of Bokaro General Hospital whose service condition are governed by service Rule have been performing 48 hours duty in a week.

9. It is further submitted by the management that 8 hours duty per shift in other words it is said that employees working at Bokaro General Hospital staff have been performing 48 hours duty in a week, 8 hours duty per shift since the date of joining in the Bokaro General Hospital of Bokaro Steel Plant. The workmen of Bokaro steel Plant who have been working 48 hours duty in a week are entitled to get enhanced incentive and reward of 50%. and who are working less than 48 hours in a week are getting 36% of incentive and reward.

10. It is also submitted by the management that the management never changed the service condition of the workmen who are working at Bokaro General Hospital from service Rule or standing order as such there has been no violation of the provisions of section 9A of I.D ACT 1947.

11. It is further submitted by the management that employees of Bokaro General Hospital governed by service Rule have been getting all the benefits of service Rules, they have also been getting enhanced incentive and reward of 50% which is applicable for the employees working for 48 hours in a week for several years. The employees of Bokaro General Hospital whose service are governed by provision of service rule are enjoying all facilities including leave applicable as per service rules. Hence the demand of union for payment of 20% special allowance to the workers working in BGH is neither legal nor justified.

12. The hospital staff of Bokaro Steel Plant are claiming 20% extra allowance, which are received by the other staff of Bokaro Steel Plant. But the management submitted that in the terms of the reference, the names of the concerned workmen was not there, and as such the reference is vague. It is challenged by management before the Hon'ble High Court but no relief allowed by Hon'ble court. Moreover according to placitum of ruling of Hon'ble Supreme Court reported in 2000 (84) FLR 162 "*Industrial Tribunal is the creation of statute- cannot go into the question of validity of reference*"

"The Union sponsoring the dispute had not the support of an appreciable number of workmen of employer cannot assume the character of an Industrial dispute – it being a pure question of fact could be decided before the Labour Court by leading evidence on the basis of necessary pleadings." Hon'ble Patna High Court 1995(2)P.L.J.R-721."

13. The Union submitted the list of the Bokaro Hospital staff including all technical staff but the management unable to deny the same or to say such particular workmen are fake. In the reference the medical staff is only mentioned. Therefore there will not be any difficulty to identify the same and in no way any fake person get benefits of the order if passed.

14. It is the admitted case that all technical staff of Bokaro Steel plant receiving 20% extra wage from the date of introduction of scheme, barring the Bokaro General Hospital Staff. Bokaro hospital is looking the health of all officer, workmen of the Bokaro Steel Plant, they are also rendering emergency duty, if any accident in the factory occurred.

15. In the last line of the evidence the management admitted in the suggestion that the workmen of the Bokaro General Hospital should not be debarred of 20% extra wage from the date of the scheme introduced. A few portion of Cross examination is quoted below:-

XXXX

There is no document to support paragraph 3 of the examination in chief. I also can not say the truthfulness i.e. documents of para 4 of my chief. It is a fact that after attending the monthly production the employees are entitled to get incentive and reward. It is not a fact that, the para-6 of my affidavit is not partially wrong. The concerned workmen are not getting 20% extra wages. But many persons in BSL get 20% which called special machine allowance. It is not a fact that workman are not entitled to get 20% extra allowance.

16. On perusal of evidence of management it is noticed that she has admitted that the concerned employees of this dispute are not getting 20% allowance like special /machine allowance which is being paid to other employees in similar situation.

17. Therefore, considering the facts, the Bokaro Steel Management is directed to pay forthwith the 20% extra allowance to all the Bokaro General Hospital Staff as per list provided by the Union which is given as annexure from the time the scheme introduced including arrear soon after the publication of the award.

This is my award.

R. K. SARAN, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1278.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 02/2017) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41012/33/94-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1278.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 02/2017) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41012/33/94-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 19th April, 2017

Review Application (CGITA) No. 02/2017

in

Reference : (CGITA) No. 30/2004

The Divisional Railway Manager,
Western Railway, Kothi Compound,
Rajkot (Gujarat) – 360001

...First Party

V/s

The Secretary,
Paschim Railway Karmachari Parishad,
E-209, Sarvottamnagar, Sabarmati,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri H.B. Shah

For the Second Party : Shri R.S. Sisodiya

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/33/94-IR(B-I) dated 15.06.1995 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of Divisional Railway Manager, Western Railway, Rajkot & Assistant Mechanical Engineer, Rajkot in terminating the services of Shri Ashok B. Pandit, Cleaner, C&W Rajkot w.e.f. 20.09.1993 by way of “Removal from Railway Services” vide N.I.P. dated 20.09.1993 is legal, proper and justified? If not, to what relief the workman is entitled to?”

In this matter, the award was passed on 18.10.2016 which is reproduced as under:

1. “The reference dates back to 15.06.1995. The second party in his statement of claim alleged that Ashok Babulal Pandit was serving as cleaner (as class 4th employee) at Carriage and Wagon Depot, Rajkot under the Divisional Railway Manager, Western Railway, Rajkot. He had been earlier posted at Carriage and Wagon Depot, Ahmedabad and was an active worker of Paschim Railway Karmachari Parishad. He used to raise employees problems/issues before the railway administration. Paschim Railway Karmachari Parishad is a recognized trade union working all over western railway. The railway administration has been envious to the Paschim Railway Karmachari Parishad activities and used to harass the employees affiliated to the Paschim Railway Karmachari Parishad. The workman Ashok B. Pandit had been a class 4th employee and his seniority was maintained Depot wise instead of Railway Division wise. Due to his union activities, he was transferred to The Carriage and Wagon Depot, Rajkot which was against the provisions of Industrial Disputes Act being the unfair labour practice provided in Para 7 of the 5th Schedule under Section 2(r)(a) and Section 25 U of the Industrial Disputes Act. Therefore, the matter was raised before The Labour Commissioner, Ahmedabad and Ministry of Labour, Government of India in 1992 but to no result, consequently he resumed his duty at new place that is The Carriage and Wagon Depot, Mehsana where he was directed to join duty at Rajkot. In obedience to the order of the railway administration, the later joined at joined where he was served with a charge sheet on 18.02.1992 and after a colourable exercise of inquiry he was removed from service on 20.09.1993. The said action was totally illegal. He approached the appropriate authority against the said action and after a favourable decision he immediately resumed his duties and to call it an unauthorised absence was totally wrong. He further alleged that for the period of absence, railway administration deducted his pay or other allowances which comes with in the definition of punishment but later for the same charge, the punishment of removal was awarded which is against the principles of natural justice. He further alleged that the railway administration also infringed the provisions of the Section 33 of the Industrial Disputes Act, 1947 as Industrial Disputes No. ADI/8/11/93 was pending before the Assistant Labour Commissioner, Ahmedabad by removing the second party workman from the service. He further alleged that the railway administration be restrained to engaged any advocate as per the provisions of the I.D. Act and prayed that the action taken of removal from service vide NIP dated 20.09.1993 be declared null and void and to reinstate with all consequential benefits including back wages and other relief as tribunal deems fit.

2. The first party Divisional Railway Manager, Western Railway vide written statement Ext. 22 submitted that the reference is not maintainable, barred by delay, laches and acquiescence as no explanation has been giving regarding the delay and laches. All the averments made in the statement of claim are false and incorrect because workman Ashok B. Pandit was posted in Carriage and Wagon Department at Sabarmati at the relevant time under the administrative control of Divisional Railway Manager, Western Railway, Rajkot. Paschim Railway Karmachari Parishad is not a recognised trade union. It is incorrect to say that railway administration used to harass the employees like enemy due to trade union activities. It is not true and correct to say that workman Ashok B. Pandit, a cleaner at C&W, Depot, Sabarmati was transferred due to trade union activities and raising disputes about fellow workman. His transfer was a routine transfer due to administrative exigency being a condition of service which was legal and justified. The cause of remaining absence and not joining at the transferred place was not explained. He raised the dispute before the Assistant Labour Commissioner by demand notice but it was not referred for adjudication by failure report. The second party workman attempted to resume duty at transfer place Mehsana on 26.02.1992 without any intimation for his absence; therefore, he was directed to approach DRM, Rajkot. He did not comply the transfer for more than 19 and half months. Therefore departmental inquiry was initiated serving with the charge sheet dated 18.02.1992 by way of SF- 5. It is wrong to say that departmental inquiry was a colourable exercise of power. The transfer order was also challenged before the Assistant Labour Commissioner who did not refer the matter for adjudication and the non-payment of wages was based on the policy of no work no pay, therefore, it cannot be said to be punishment and violative of Section 33 of the I.D. Act. The truth is that the second party workman Ashok B. Pandit was working as cleaner at Sabarmati ADI(MG) with in the Rajkot Division. He was transferred and relieved vide order no. ECW/2A/177 to C&W Depot, Mehsana and to resume duty there within 10 days. But instead of joining, he raised the dispute before the Assistant Labour Commissioner who did not refer it for adjudication. The said order became final as being not challenged in the Gujarat High Court. During the course of proceedings before the Assistant Labour Commissioner, he remained absent; therefore he was subjected to departmental inquiry by serving charge sheet SF-5. He was given full opportunity to defend himself. All the witnesses were examined in his presence with an opportunity to cross-examine them. After a full-fledged inquiry, he was removed from service. It is noteworthy that he did not challenge the transfer order in the present reference. Thus the reference is devoid of merits and deserved to be rejected.

3. On the basis of the pleadings and the reference following issues are to be addressed by the tribunal:

- (i) Whether the action of Divisional Railway Manager, Western Railway, Rajkot & Assistant Mechanical Engineer, Rajkot in terminating the services of Shri Ashok B. Pandit, Cleaner, C&W Rajkot w.e.f. 20.09.1993 by way of "Removal from Railway Services" vide N.I.P. dated 20.09.1993 is legal, proper and justified?
- (ii) To what relief, if any, the workman is entitled?

Issue No. (i): The burden to prove it was on the second party workman Ashok B. Pandit stated on oath by way of affidavit/examination in chief that he was serving as cleaner class 4th staff in 1990 in Carriage and Wagon Depot, Ahmedabad under in Divisional Railway Manager, Rajkot. During the said year 1990, the seniority of the class 4th employee was maintained Depot wise and their transfer was not permissible as per Western Railway Establishment Manual. On 16th of June, 1990, Chief Depot Officer, Ahmedabad issued a letter no. E/839/2 dated 16.06.1990 for his transfer to work under Chief Carriage & Wagon Superintendent, Mehsana. Before accepting the said transfer and letter, he questioned the validity of the letter as to under what circumstances he (workman) was transferred to outside Ahmedabad Carriage & Wagon Depot but to no reply, he accepted the letter. Thereafter, he approached the proper authority for questioning the legality of the letter but he was relieved from the Ahmedabad Depot and his name was removed from the Muster roll. He also stated that as he questioned the legality of the order, therefore, it is questionable as to how he was treated as absence from duty. On 12.02.1992, he resumed duty at Mehsana where he was directed to DRM, Rajkot and there he received letter of his transfer from Mehsana to Rajkot which he carried out and joined the duty. On 18.02.1992, he was issued charge sheet SF-5 by B.L. Kapadia, AME Rajkot charging him that he remained unauthorised absent from 18.02.1990 to 12.02.1992, he was subjected to inquiry. The inquiry officer permitted the examination of 7 witnesses instead of 3 witnesses mentioned in SF-5 being violative of B.A. Rule 1. In the said inquiry, he was held guilty of long unauthorised absence and was punished from removal of service. In his cross-examination, he stated that vide order dated 16.06.1990 he was transferred from Ahmedabad to Mehsana to resume duty being the order illegal and also being challenged before the appropriate authority. He admitted that he did not apply for the extension of joining time. He also admitted that he did not join from 16.06.1990 to 11.06.1992. He participated in the departmental inquiry and as a punishment he was removed from service.

In reply to the aforesaid evidence Umnesht Harivadan Trivedi Divisional Personal Officer, Rajkot Division stated on oath that the workman was appointed as cleaner at Carriage & Wagon Depot, Ahmedabad later vide order in question, he was transferred to C & W, Mehsana in the same scale and post and later he was transferred to Rajkot on the administrative exigency which was one of the service condition. At the time of transfer from C & W, Mehsana, he raised no. of demands by submitting a charter before the Assistant Labour Commissioner. Same were after reconciliation, culminated in to failure. He has not raised any dispute regarding the transfer before the Assistant Labour Commissioner. Therefore, the said transfer was final. The Railway Administration vide office memorandum DRM(E) RJT Memorandum Member ECW/CA/177 dated 11.06.1990 Ashok Pandit was transferred to C&W Mehsana giving him 10 day time to join there and was relieved from duty at Ahmedabad. But he flouted the order and absented without following the departments leave rules. He remained absent for a long time therefore he was served a charge sheet dated 12.02.1998. He was subjected to enquiry and was punished under going through departmental enquiry. In his cross-examination, he has failed to explain as to why he was transferred against the spirit of Western Railway order no. E.P. 839/2 dated 28.01.1970 wherein it has been provided that transfer should take place strictly according to the seniority of the staff. The aforesaid order also provided that according the Railway Boards letter no. E(NGY66-TR2/2) dated 27.07.1966. The junior most employees should be transferred first whenever any contraction took place. The aforesaid witness of the first party has failed to explain in his cross-examination as to whether the workman Ashok B. Pandit was junior most and was transferred as per the Railway Board's directions.

4. Thus in the light of the aforesaid evidence of the first party witness, the action of the first party prima facie is against the directives and order of the Railway Board which can be said to be biased and vindictive. Thus the action taken deserves to be struck down.

5. Thus in the light of the aforesaid reasoning, I come to the conclusion that the action taken by the first party was illegal, improper and unjustified.

6. The award is passed accordingly."

Now the second party workman has moved an application that in the aforesaid award passed by the tribunal, the tribunal has forgotten to grant relief despite holding the action of the first party as illegal, improper and unjustified. Therefore, he has sought for reinstatement with all consequential benefits.

I have gone through the award and relief sought to second party appears to have been missed in the award. Therefore, the award is modified in the manner below:

Thus the award is modified with respect to the relief that the first party will reinstate the second party workman with all consequential benefits whatsoever may be applicable in this case as per the Accounts and Financial Rules of the department, within 60 days of publication of this award.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1279.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 87/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/68/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1279.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 87/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41011/68/2014-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 20th April, 2017

Reference : (CGITA) No. 87/2014

The Divisional Railway Manager (E),
Western Railway, Near Chamunda Bridge,
Asarwa,
Ahmedabad (Gujarat)

...First Party

V/s

The Vice President,
Paschim Railway Karmachari Parishad,
Near Vishwakarma Temple, Opp. Railway Colony,
Sabarmati,
Ahmedabad (Gujarat)

...Second Party

For the First Party :

For the Second Party : Shri R.S. Sisodia (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/68/2014-IR(B-I) dated 29.09.2014 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of Paschim Railway Karmachari Parishad for not considering the transfer of Shri Hyder Khan, Fuel Fitter (RCD) BLDI to SSE (LOCO) MSH by the management of Divisional Railway Manager, Western Railway, Ahmedabad is justified? If so, to what relief the workman is entitled to?”

1. The reference dates back to 29.09.2014. After notice to the parties, both the parties did not prefer to submit their written statement and the statement of claim as the case may be. Now today on 20.04.2017, Shri R. S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad, representing the second party workman expressed unwillingness to prosecute the case and to withdraw the reference.
2. Thus the reference is finally disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1280.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 92/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/81/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1280.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 92/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41011/81/2014-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 20th April, 2017

Reference : (CGITA) No. 92/2014

The Divisional Railway Manager (E),
Western Railway, Divisional Office,
Rajkot (Gujarat)

...First Party

V/s

The Dy. General Secretary,
Paschim Railway Karmachari Parishad,
28/B, Narain Park,
B/h Chandkheda Railway Station,
Sabarmati,
Ahmedabad (Gujarat)

...Second Party

For the First Party :

For the Second Party : Shri R. S. Sisodia (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/81/2014-IR(B-I) dated 20.10.2014 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Divisional Railway Manager (E), Western Railway, Divisional Office, Rajkot in not granting the benefit of safety related retirement scheme to 12 numbers of Gangman working at different stations of Rajkot Division is legal, proper and just? If not, to what relief these 12 numbers of Gangman are entitled to?”

1. The reference dates back to 20.10.2014. The second party submitted the statement of claim Ex. 4 alleging that the 12 Gangmen posted at different stations of Rajkot Division of western railway demanded the employment benefit under Safety Related Retirement Scheme as they have completed 52 years of age and 20 years of active railway service but same was not given despite making number of written request to the first party western railway.
2. The first party did not prefer to submit the written statement despite service by registered post. Therefore, the case was ordered to proceed ex-parte on 06.01.2017.
3. Thereafter, on the next date, the second party submitted the affidavit namely Kanubhai, Takhubha, Kherua, Tulsi, Karubha, Anandubha, Bhavsingh Harisingh along with the applications of their son for employment under the aforesaid scheme reiterating the averments made in the statement of claim. As the averments made in the statement of claim are supported with affidavit and have not been rebutted by the first party by filing written statement and affidavit, therefore, the dispute referred in the reference in question deserves to be allowed and accepted.
4. Thus the reference is disposed of with the observation as under: “the action of the management of Divisional Railway Manager (E), Western Railway, Divisional Office, Rajkot in not granting the benefit of safety related retirement scheme to 12 numbers of Gangman working at different stations of Rajkot Division is illegal, improper and unjust.”
5. The first party is directed to give employment to the sons/ward of the second party workmen aforesaid who have submitted the affidavit within 60 days of the publication of this award.
6. The award is passed accordingly.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1281.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 696/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41012/252/99-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1281.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 696/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41012/252/99-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 20th April, 2017

Reference : (CGITA) No. 696/2004

1. The Chief Administrative Officer (Construction),
Western Railway, Churchgate,
Mumbai - 400001
2. The Dy. Chief Engineer (C&S),
Western Railway, Baroda Division,
Pratapnagar,
Baroda (Gujarat) – 390004

...First Party

V/s

The President,
Paschim Railway Karmachari Parishad,
Shastri Pole, Kothi,
Baroda (Gujarat) – 390001

...Second Party

For the First Party : Shri H.B. Shah

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/252/99-IR(B-I) dated 11.01.2000 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of union for appointment of Shri Fatesingh Gama, S/o Late Gama Bhutar, Gangman, on compassionate grounds is legal, proper and justified?”

And

“Whether the demand of the union for granting the family pension and settlement of final dues in favour of the wife of Late Shri Gama Bhutar is proper, reasonable and justified? If so, to what relief all the concerned are entitled to and from which date and what other directions are necessary in the matter?”

1. The reference dates back to 11.01.2000. After issuing the notice to both the parties, the second party submitted the statement of claim Ex. 3 on 17.09.2001 and the first party submitted the written statement Ex. 20 on 06.04.2016. Since then the second party has not been leading evidence. Since then neither of the parties has been appearing. Now today on 20.04.2017, Shri R.S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad, representing the second party workman expressed unwillingness to prosecute the case and to withdraw the reference.
2. Thus the reference is finally disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1282.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 1455/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/7/2004-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1282.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1455/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41011/7/2004-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT-cum-Labour Court,
Ahmedabad,
Dated 20th April, 2017

Reference : (CGITA) No. 1455/2004

1. The Divisional Railway Manager,
Western Railway, Kalupur,
Ahmedabad (Gujarat)
2. The Divisional Railway Manager,
Western Railway,
Baroda (Gujarat) – 390004

...First Party

V/s

The General Secretary,
Paschim Railway Karmachari Parishad,
E/209, Sarvottam Nagar,
Sabarmati,
Ahmedabad (Gujarat)

...Second Party

For the First Party : Shri H.B. Shah

For the Second Party : Shri R.S. Sisodia (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/7/2004-IR(B-I) dated 20.08.2004 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of General Secretary, Paschim Railway Karmachari Parishad, Ahmedabad regarding in correcting payment of leave encashment on retirement to Shri Kadamban V. PWI-III by the management of Divisional Railway Manager, Western Railway, Baroda and Ahmedabad is justified and proper? If so, to what relief the workman is entitled to?”

1. The reference dates back to 20.08.2004. The second party submitted the statement of claim Ex. 6 on 12.12.2005 through Shri R.S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad and Shri V.K. Sharma the General Secretary, Paschim Railway Karmachari Parishad on 21.03.2011. The first party submitted the written statement Ex. 14 on 10.01.2012. The case was fixed for evidence of the second party since last several dates but now today on 20.04.2017, Shri R.S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad, representing the second party workman expressed unwillingness to prosecute the case and to withdraw the reference.

2. Thus the reference is finally disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1283.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 15/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/04/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1283.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 15/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41011/04/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 21st April, 2017

Reference : (CGITA) No. 15/2015

1. The Sr. Divisional Engineer (Co-ordination),
Western Railway, Asarwa,
Nr. Chamunda Bridge,
Ahmedabad
2. The Assistant Divisional Engineer (North-West),
Western Railway, Saraspur-Kalupur,
Ahmedabad

...First Party

V/s

The Dy. General Secretary,
Paschim Railway Karmachari Parishad,
28/B, Narain Park, Behind Chandkheda Railway Station,
Sabarmati,
Ahmedabad (Gujarat) – 380019

...Second Party

For the First Party :

For the Second Party : Shri R.S. Sisodia

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/04/2015-IR(B-I) dated 04.03.2015 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management, Sr. Divisional Engineer (Co-ordination), Western Railway, Ahmedabad to awarded penalty vide NIP daed 30.12.2012 against Shri Jagannath Y. gangman (Chabiwala) is legal, fair and justified? If not, so, then what relief the workman is entitled to?”

1. The reference dates back to 04.03.2015. After notice to the parties, both the parties did not prefer to submit their written statement and the statement of claim as the case may be. Now today on 21.04.2017, Shri R.S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad, representing the second party workman expressed unwillingness to prosecute the case and to withdraw the reference.
2. Thus the reference is finally disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1284.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 690/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41012/77/99-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1284.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 690/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41012/77/99-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, AHMEDABAD

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 21st April, 2017

Reference : (CGITA) No. 690/2004

1. The General Manager,
Western Railway, H/Qr. Building,
Churchgate, Mumbai – 400001
2. The Divisional Railway Manager,
Western Railway, Baroda Division,
Pratapnagar,
Baroda – 390004
3. The Divisional Electrical Engineer (Power),
Western Railway, Railway Yard,
Pratapnagar,
Baroda – 390004
4. The Sr. Electrical Foreman (South),
Western Railway, Railway Yard,
Pratapnagar,
Baroda – 390004

...First Party

V/s

The Hon. Secretary,
General Workmen's Union, Sinduri Mataa Devasthan,
ST Nagar Road,
Godhra (Gujarat) - 389001

...Second Party

For the First Party : Shri Rajesh Singh

For the Second Party : Shri J.K. Ved

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/77/99-IR(B-I) dated 23.09.1999 referred the dispute for adjudication to the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the Railway Administration through the Chief Electric Foreman (S), Western Railway, Pratapnagar, Baroda in imposing a penalty of ‘stoppage’ of 2 increments falling due next with temporary effect vide NIP dated 27.08.1996 is legal, proper and is proportionate to the gravity of the misconduct? If not, to what relief the workman Shri Ashwin S. Salvi is entitled to and what other directions are necessary in the matter?”

1. The reference dates back to 23.09.1999. After issuing the notice to the parties, the second party submitted the statement of claim Ex. 3 on 24.07.2000 and the first party submit the written statement Ex. 11 on 21.10.2011. Now today on 21.04.2017, Shri J.K. Ved, the Hon. Secretary, General Workmen's Union representing the second party workman expressed unwillingness to prosecute the case and to withdraw the reference.
2. Thus the reference is finally disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1285.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 753/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41012/54/2001-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1285.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 753/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41012/54/2001-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD**

Present :

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 21st April, 2017

Reference : (CGITA) No. 753/2004

1. The Divisional Railway Manager,
Western Railway, Baroda Division,
Pratapnagar,
Baroda – 390004

2. The Assistant Electrical Engineer (BG),
Western Railway,
Ahmedabad (Gujarat)

...First Party

V/s

The General Secretary,
Paschim Railway Karmachari Parishad,
E/209, Sarvottam Nagar,
Nr. New Railway Colony,
Sabarmati,
Ahmedabad (Gujarat) – 380019

...Second Party

For the First Party :

For the Second Party :

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41012/54/2001-IR(B-I) dated 03.09.2001 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the action of the management of Divisional Railway Manager, Western Railway, Baroda in withholding Shri Jayantilal C. who was promoted as Armachar Winder Gr. II w.e.f. 13.09.1995 but not relieved and issuing another order dated 28.06.2000 consequently relieving him w.e.f. 29.06.2000 and then denying economic benefits on promoted post w.e.f. 13.09.1995 is justified? If not, what relief the concerned workman is entitled?”

1. The reference dates back to 03.09.2001. After service to the parties, the second party submitted the statement of claim on 13.10.2004 through Shri B.K. Sharma, The General Secretary, Paschim Railway Karmachari Parishad. The first party did not prefer to submit the written statement despite issuing fresh notice on 05.02.2013 reminding the first party to submit the written statement on 05.04.2013. Now today on 21.04.2017, Shri R.S. Sisodia The General Secretary, Paschim Railway Karmachari Parishad representing the second party workman expressed unwillingness to prosecute the case and to withdraw the reference.

2. Thus the reference is finally disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 11 मई, 2017

का.आ. 1286.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार पश्चिम रेलवे के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, अहमदाबाद के पंचाट (संदर्भ संख्या 78/2014) को प्रकाशित करती है, जो केन्द्रीय सरकार को 11.05.2017 को प्राप्त हुआ था।

[सं. एल-41011/59/2014-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 11th May, 2017

S.O. 1286.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 78/2014) of the Central Government Industrial Tribunal-cum-Labour Court, Ahmedabad as shown in the Annexure, in the industrial dispute between the management of Western Railway and their workmen, received by the Central Government on 11.05.2017.

[No. L-41011/59/2014-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
AHMEDABAD****Present :**

Pramod Kumar Chaturvedi,
Presiding Officer, CGIT cum Labour Court,
Ahmedabad,
Dated 20th April, 2017

Reference : (CGITA) No. 78/2014

1. The Divisional Railway Manager (Estt.),
Western Railway,
Pratapnagar,
Baroda (Gujarat) – 390004
2. The Asstt. Divisional Engineer (Works),
Western Railway,
Pratapnagar,
Baroda (Gujarat)

...First Party

V/s

The President,
Paschim Railway Karmachari Parishad,
Shastri Pole, Kothi,
Baroda (Gujarat)

...Second Party

For the First Party : —

For the Second Party : Shri R.S. Sisodia (Union Representative)

AWARD

The Government of India/Ministry of Labour, New Delhi by reference adjudication Order No. L-41011/59/2014-IR(B-I) dated 13.08.2014 referred the dispute for adjudication to the Central Government Industrial Tribunal cum Labour Court, Ahmedabad (Gujarat) in respect of the matter specified in the Schedule:

SCHEDULE

“Whether the demand of union to reimburse the deducted wages along with arrears and to give the second MACP from 01.09.2008 to the workmen (1) Smt. Kami Limba, Sr. Khalasi (2) Smt. Hathudi Thavaria (3) Shri Nathu Velji, Sr. Khalasi (4) Shri Rangit Limba, Sr. Khalasi, (5) Smt. Bachudi Bhalji (6) Shri Rama Jesingh, Sr. Khalasi (7) Shri Dhira Magan, Sr. Khalasi (8) Smt. Chokli Magan, Sr. Khalasi (9) Shri Ramsu Sadiya, Sr. Khalasi (10) Shri Amarsingh Bijal and (11) Shri Mansingh Radha is legal, proper and just? If so, to what relief these concerned workmen are entitled to?”

1. The reference dates back to 13.08.2014. After notice to the parties, both the parties did not prefer to submit their written statement and the statement of claim as the case may be. Now today on 20.04.2017, Shri R.S. Sisodia, the General Secretary, Paschim Railway Karmachari Parishad, representing the second party workman expressed unwillingness to prosecute the case and to withdraw the reference.
2. Thus the reference is finally disposed of as withdrawn.

P. K. CHATURVEDI, Presiding Officer

नई दिल्ली, 17 मई, 2017

का.आ. 1287.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार झारखंड ग्रामीण बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 20/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/31/2010-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 17th May, 2017

S.O. 1287.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 20/2011) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Dhanbad as shown in the Annexure, in the industrial dispute between the management of Jharkhand Gramin Bank and their workmen, received by the Central Government on 17.05.2017.

[No. L-12011/31/2010-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of reference U/S 10 (1) (d) (2A) of I.D. Act, 1947

Reference No. 20/2011

Employer in relation to the management of Jharkhand Gramin Bank

AND

Their workman

Present : Shri R. K. Saran, Presiding Officer

Appearances:

For the Employers : None

For the workman : None

State : Jharkhand

Industry : Banking

Dated- 24/04/2017

AWARD

By order No. L-12011/31/2010-IR(B-I) dated 29/03/11, the central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of section 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal:

SCHEDULE

“Whether the demand of Jharkhand Gramin Bank employees Association for deleting the provisions of minimum aggregate marks from promotion procedure adopted by the management of Jharkhand Gramin Bank is legal and justified? To what relief the Union/workman is entitled?”

2. After receipt of the reference, both parties are noticed. But appearing for certain dates none appears subsequently. Case remains pending. It is felt that the disputes between the parties have been resolved in the meantime. Hence, No Dispute Award is passed. Communicate.

R. K. SARAN, Presiding Officer

नई दिल्ली, 17 मई, 2017

का.आ. 1288.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय नं. 1, मुंबई के पंचाट (संदर्भ संख्या 42/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/28/1994-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 17th May, 2017

S.O. 1288.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 42/1994) of the Central Government Industrial Tribunal-cum-

Labour Court No. 1, Mumbai as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 17.05.2017.

[No. L-12012/28/1994-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO.1, MUMBAI

Present : JUSTICE SURENDRA VIKRAM SINGH RATHORE, Presiding Officer

REFERENCE NO. CGIT-1/42 OF 1994

Parties:

Employers in relation to the management of
State Bank of India

And

Their workmen (R.N.Patil)

Appearances :

For the Management : Mr. S.V. Alva, Adv.
For the workman : Mr. Abhay Kulkarni, Adv.
State : Maharashtra

Mumbai, dated the 10th day of April, 2017

AWARD

1.. As per the Schedule of this Reference, the following Industrial dispute was referred to this Tribunal.

“Whether the action of the management of State Bank of India , Dondaicha Branch, in discharging R.N.Patil, Clerk-Cashier from service w.e.f. 25.7.1991 is justified? If not, what relief is the said workman entitled to?”

2. The facts giving rise to this Industrial dispute, in brief are that the workman R.N.Patil, was working as Clerk/Cashier in State Bank of India at Dundaicha Branch in Dhulia District, Maharashtra for the last 14 years. He was initially given chargesheet on 6.10.1989. Enquiry proceedings from 16.1.90 to 16.2.1990 remained exparte and the Enquiry Officer submitted its finding to the Disciplinary Authority on 26.3.1990. During pendency of this enquiry on 15.1.1990, the Bank issued another chargesheet against the workman with different charges. Subsequently, it was agreed between the parties that one single consolidated enquiry shall be held on both the charges on day to day basis and Mr.M.M.Deshpande was appointed the Enquiry Officer. This enquiry commenced on 22.5.1990 and concluded on 14.8.1990. The charges were found to be proved and on the basis of the same, R.N.Patil was dismissed from service. This Tribunal vide its Award Part – I dated 23.10.2002 reached the conclusion that enquiry held against the workman was in violation of principles of natural justice. Accordingly, the same was set aside and the Bank was directed to lead evidence to prove the charge. The main charge against R.N.Patil was that he on three occasions used very filthy language against S.T.Pawar, the then Branch Manager. Apart from it he was in the habit of remaining absent from duty and was irregular in attending in coming to the bank. There were some other charges that he purchased property and was indulged in other business without permission. During the course of argument mainly the two charges were pressed first is of the grave misconduct of using filthy and abusive language against the then Bank Manager and the second was of his irregular presence on duty.

3. The defence of the workman was that he was the Secretary of the local unit. He used to bring business for the Bank and in that connection he has to remain out of the Bank. His behavior was very cordial with all Staff members and also with the customers. One Mr.Bhoge took charge as Cash Officer in 1988. His behavior with the lady staff was very offending. He used double meaning language with them. Being the Secretary of the local unit of the Union such complaints were made to him by the lady staff personnel. He took such complaints to Branch Manager, S.T.Pawar for redressal but S.T.Pawar took no action and such incidents continued. It has also been argued that all the staff Officers Union united against him and gave a notice of strike that they shall not work if R.N.Patil is directed to work in the same Branch when his suspension was withdrawn after ex parte enquiry. The case of the workman was that under the pressure of the Staff Officers Union, created by giving notice of strike, he was victimized by the Management and was removed from service.

4. After the first part of the Award in order to prove its case on behalf of the Management, Management has filed affidavit of evidence of S.T.Pawar, the then Branch Manager. Mr.Navin who worked as Accountant in the said Branch and Mr.Vasudev Balwant Rao who also worked in the said Branch at the relevant time. In his defence, on behalf of the workman, 8 witnesses have been examined. WW-1 is Nana S.Patil who was a customer. He has stated about the good and honest behavior of the workman R.N.Patil and also stated that he used to bring business and he has never seen R.N.Patil using filthy or abusive language in the Branch. WW-2 Vijay C.Agrawal who is also a customer. His evidence is similar to the evidence of WW-1. WW-3 is Chetan G. Shirsat who was a Cashier-Clerk in the said Bank. He has stated that Patil used to bring business. His behavior was cordial. He assisted customers. He used to approach Branch Manager S.T.Pawar for solving grievances of the staff. Pawar used to create stressful atmosphere and used to victimize the staff persons by issuing memos to them. He has stated that no incident of misbehavior as alleged took place. WW-4 Subhash G.Jain, another customer has also given similar evidence as stated above. WW-5 is Vinita B.Joshi who was Agricultural Assistant in the Bank. Her evidence also corroborates the evidence of other two staff members. WW-6 is Lata D. Thakur, Head Messenger in the Branch. She has stated that in the year 1988 Mr. Bhoge took charge of Cash Office. His behavior towards lady staff was offending. He used double meaning language while communicating with the lady staff. She complained to the branch Manager in writing (copy of the same has been filed) and also to the Secretary of the local unit Mr.R.N.Patil. She has also stated that behavior of R.N.Patil was good with the Staff persons. He used to help the staff members and bring business to the Bank. WW-7 Pratibha Jayant Thomre, another lady staff personnel, who has also supported the statement of WW-6 Latha Dongre Thakur and has stated that she was also a victim of ill behavior of Mr.Bhoge. WW-8 Rajendra Bhika Chavan who joined the Bank in the year 1986 as Cashier-cum-Clerk. His statement corroborates the statement of other staff members mentioned above.

5. The argument of the learned counsel for the State Bank of India is that the witnesses MW-1 and MW-2 have given first hand evidence of the misbehaviour and of using of filthy language by R.N.Patil. MW-1 S.T.Pawar was the victim of such bad behavior. In his evidence he has narrated the actual words which were used by workman R.N.Patil against him. Apart from these witnesses they have stated about the irregular attendance of the workman. MW-3 Vasudeo Rao has also stated that R.N.Patil was not punctual in attending his duties. He had quarreled with him and threatened him because he had made a complaint of R.N.Patil to the Bank Manager. He has also stated that the behavior of R.N.Patil with the customers was arrogant. However neither the name of any such customer was disclosed nor any customer was examined in support of such charge.

6. On the strength of this evidence it has been argued that the Management has successfully proved its case of misbehavior and irregular attendance of Mr.R.N.Patil. He has also argued that R.N.Patil has already attained the age of superannuation perhaps in the year 2010. So there is no question of his reinstatement. He was only discharged from service with all retiral benefits. Keeping in view his serious misconduct the punishment awarded to him cannot be said to be disproportionate or shocking. He has also argued that there is no evidence of victimization of R.N.Patil under the pressure of the Staff Officers' Association.

7. In support of his argument learned counsel for the Management has placed reliance on the pronouncement of Honourable Apex Court in the case of *Mahindra and Mahindra Limited versus N.B. Naravade Etc. 2005 (0) AIJEL – SC 16758* and has drawn attention towards para 20 which reads as under:

It is no doubt true that after introduction of [Section 11-A](#) in the [Industrial Disputes Act](#), certain amount of discretion is vested with the labour court/Industrial Tribunal in interfering with the quantum of punishment awarded by the Management where the concerned workman is found guilty of misconduct. The said area of discretion has been very well defined by the various judgments of this Court referred to herein above and it is certainly not unlimited as has been observed by the Division Bench of the High Court. The discretion which can be exercised under [Section 11-A](#) is available only on the existence of certain factors like punishment being disproportionate to the gravity of misconduct so as to disturb the conscience of the court, or the existence of any mitigating circumstances which requires the reduction of the sentence, or the past conduct of the workman which may persuade the Labour Court to reduce the punishment. In the absence of any such factor existing, the Labour Court can not by way of sympathy alone exercise the power under [Section 11-A](#) of the Act and reduce the punishment. As noticed herein above atleast in two of the cases cited before us, i.e. Orissa Cement Ltd. (supra) and New Shorrock Mills (supra), this Court held: "punishment of dismissal for using of abusive language cannot be held to be disproportionate." In this case all the forums below have held that the language used by the workman was filthy. We too are of the opinion that the language used by the workman is such that it cannot be tolerated by any civilized society. Use of such abusive language against a superior officer, that too not once but twice, in the presence of his subordinates cannot be termed to be an indiscipline calling for lesser punishment in the absence of any extenuating factor referred to herein above.

Reliance has also been placed on pronouncement of the Apex Court in the case of *M.P.Electricity Board v. Jagdish Chandra Sharma (2205 3 Supreme Court cases 401)* and attention was drawn towards para 9 of this judgement which is reproduced below:

In the case on hand, the employee has been found guilty of hitting and injuring his superior officer at the work place, obviously in the presence of other employees. This clearly amounted to breach of discipline in the organization. Discipline at the work place in an organization like the employer herein, is the sine qua non for the efficient working of the organization. When an employee breaches such discipline and the employer terminates his services, it is not open to a Labour Court or an Industrial Tribunal to take the view that the punishment awarded is shockingly disproportionate to the charge proved. We have already referred to the views of this Court. To quote Jack Chan, "discipline is a form of civilly responsible behaviour which helps maintain social order and contributes to the preservation, if not advancement, of collective interests of society at large." Obviously this idea is more relevant in considering the working of an organization like the employer herein or an industrial undertaking. Obedience to authority in a workplace is not slavery. It is not violative of one's natural rights. It is essential for the prosperity of the organization as well as that of its employees. When in such a situation, a punishment of termination is awarded for hitting and injuring a superior officer supervising the work of the employee, with no extenuating circumstance established, it cannot be said to be not justified. It cannot certainly be termed unduly harsh or disproportionate. The Labour Court and the High Court in this case totally misdirected themselves while exercising their jurisdiction. The Industrial Court made the correct approach and came to the right conclusion.

On point of appropriate punishment he has also placed reliance on the pronouncement of the Honourable Apex Court in **(2009) 10 SCC 32 Biecco Lawrie Limited and another vs. State of West Bengal and another**. Paragraph 54, 55, 56, 57 and 59 reads as under:

54. Moreover, in our view, the punishment was not harsh in comparison to the charges levelled against the respondent. In this connection, reference can be made to a decision of this Court in **UP State Road Transport Corpn. v. Subhash Chandra Sharma and Others** [AIR 2000 SC 1163]. Here the charge against the respondent was that he in a drunken state along with the conductor went to the Assistant Cashier in the cash room of the appellant and demanded money from him. When the Assistant cashier refused, the respondent abused him and threatened to assault him.

55. On these facts, this Court observed as follows -

"It was certainly a serious charge of misconduct against the respondent. In such circumstances, the Labour Court was not justified in interfering with the order of removal of respondent from the service when the charge against him stood proved. Rather we find that the discretion exercised by the Labour Court in the circumstances of the present case was capricious and arbitrary and certainly not justified. It could not be said that the punishment awarded to the respondent was in any way "shockingly disproportionate" to the nature of the charge found proved against him. In our opinion, the High Court failed to exercise its jurisdiction under **Article 226** of the Constitution and did not correct the erroneous order of the Labour Court which, if allowed to stand, would certainly result in miscarriage of justice."

56. Similarly in **L.K.Verma v. H.M.T. Ltd** (2006) LLR 296 (SC), it was observed that -

" as regards the quantum of the punishment is concerned suffice it to say that verbal abuse has been held to be sufficient for inflicting a punishment of dismissal. Once the appellant accepted that he had made utterances which admittedly lack civility and he also threatened a superior officer it was for him to show that he later on felt remorse therefore and should have tendered an apology".

57. From a perusal of these observations, made in the aforesaid decisions of this Court as noted herein above, it is crystal clear that the general trend of judicial decisions is to minimize the interference when the punishment is not harsh and definitely for charges that are leveled against the respondent and in the instant matter, dismissal is absolutely not shocking to the conscience of the court.

59. The argument that the work assigned to the respondent was not a part of his job even, if accepted does not entitle him to abuse his superiors and create an unhealthy atmosphere where the remaining might just take a clue from the unruly behaviour and subsequently use it to the detriment of the company. Further the letter by which he accepted all the charges sets up a strong proof against the respondent beyond which nothing remains to be analyzed.

Reliance has also been placed on pronouncement in the case of Punjab and Haryana High Court in **Balwant Singh Vs . New Sutlej Transport Co. Pvt. Ltd. 1988 (0) AIJ-PH 1608394** and our attention was drawn towards para 7 which reads as under:

“7. Equally devoid of merit was the other point canvassed, namely, that raising of provocative and abusive slogans in the premises of the workshop could not be held to be misconduct. It was claimed that this had been so held by the Supreme Court as a matter of law and in such wide general terms. Counsel, of course, failed to point out the case or the occasion for the Supreme Court to have so ruled. On the face of it, the proposition urged is too far-fetched to be countenanced.”

7. On behalf of workman it has been argued that behavior of the workman with the customers and staff members was very cordial. He used to bring business for the bank and for that purpose he had to go out of bank. There is evidence of customers and staff members on this point while the management could not disclose even the name of any customer who was misbehaved by the workman. Branch Manager was not taking any action for redressal of grievances of the staff members. Under pressure of staff Officers Association created by giving notice of strike he was victimized. On behalf of the workman reliance has been placed on the pronouncement of Honourable Apex Court in the case of *Colour Chem Limited vs. A.L. Alaspurkar*. Relevant part of this judgment is being reproduced as under:

The term 'victimisation' is not defined by the present Act. Sub-section (18) of [Section 3](#) of the Act which is the Definition Section lays down that, 'words and expressions used in this Act and not defined therein, but defined in the Bombay Act, shall, in relation to an industry to which the provisions of the Bombay Act apply, have the meanings assigned to them by the Bombay Act; and in any other case, shall have the meanings assigned to them by the [Central Act](#)'. Bombay Act is the Bombay Industrial Relations Act, 1946 and the [Central Act](#) is the [Industrial Disputes Act](#), 1947 as laid down by Definition [Section 3\(1\)](#) and [3\(2\)](#) of the Act. The term 'victimisation' is defined neither by the [Central Act](#) nor by the Bombay Act. Therefore, the term 'victimisation' has to be given general dictionary meaning. In Concise Oxford Dictionary, 7th Edn., the term 'victimisation' is defined at Page 1197 as follows :

"make a victim; cheat; make suffer by dismissal or other exceptional treatment"

Thus if a person is made to suffer by some exceptional treatment it would amount to victimisation. The term 'victimisation' is of comprehensive import. It may be victimisation in fact or in law. Factual victimisation may consist of diverse acts of employers who are out to drive out and punish an employee for no real reasons and for extraneous reasons.”

8. In the light of the aforesaid pronouncement, it has to be considered whether the Management has been successful in bringing the charges against him and whether the punishment awarded to the workman R.N.Patil was proportionate or there exist any extenuating circumstances in favour of the workman..

9. So far as charge of using filthy language is concerned all the witnesses of the Management have fully supported the case. First 2 witnesses of the Management have given first hand evidence of this incident and have also quoted the words used by R.N.Patil. Nothing material could be elicited in their cross—examination to show that their evidence is unreliable.

10.. It is well settled that in a domestic enquiry the strict and sophisticated rules of evidence under the Indian Evidence Act may not apply. All materials which are logically probative for a prudent mind are permissible. There is no allergy to hearsay evidence provided it has reasonable nexus and credibility. It is true that departmental authorities and administrative tribunals must be careful in evaluating such material and should not glibly swallow what is strictly speaking not relevant under the Indian Evidence Act.

11. The evidence of the workman's witnesses shows that they have given the evidence regarding general good behavior of the workman R.N.Patil. They have also stated that he used to bring business to the Bank and for that purpose he used to visit town. The submission of the learned counsel for the workman has substance that in connection with bringing business for the Bank he used to visit the town which was within the notice of his Officers but simply in order to victimize him chargesheet was filed against him. The evidence of the workman's witnesses shows that though they have stated that no incident of using filthy language by R.N.Patil to the Branch Manager S.T.Pawar took place but specific date and time was not stated by any of the witness that on the said date they were present at the relevant place. The evidence of the two lady staff members goes to show that the behavior of Mr.Bhoge was very offending with the lady staff member and being the Secretary of the local unit, R.N.Patil was informed about such behavior and request was made to him for redressal of their grievances. Thus, after going through the entire evidence and material available on record, I am fully satisfied that though the Management has been successful in proving the charge of using filthy language against the workman but so far as other charges are concerned, the Management has failed to prove the other charges as virtually there is no sufficient evidence to prove the other charges. Nor the said charges have been pressed during course of argument.

The argument of the learned counsel for the Management is that this charge of using filthy language itself calls for Major punishment of discharging from service. On the contrary, the argument of the learned counsel for the workman was that keeping in view peculiar facts and circumstances of this case, the punishment inflicted on the

workman R.N.Patil was disproportionate. His argument is that R.N.Patil was Secretary to the local unit. Mr. Bhoge used to misbehave with the lady staff. Being the Secretary, he was contacted by the lady staff members for redressal of their grievances. He met several times with the Branch Manager but no action was taken. The argument of Mr. Abhay Kulkarni that these circumstances actually provoked him to use such filthy language. In view the evidence of other staff members and the customers there was no complaint against R.N.Patil regarding his general misbehavior with Staff members or with customers rather there is evidence that his behavior was good with staff and customers and was helpful. There are eight witnesses who have given such evidence. Therefore, it is only an exceptional incident which was the outcome of provocation caused by the inaction of S.T.Pawar, in taking action against Mr. Bhoge. Past good behavior, bringing business to the bank, helping the customers in their bank dealings are really extenuating circumstances in the peculiar facts of the present case. Keeping in view the pronouncement relied upon by learned counsel for the Management though such type of conduct calls for the punishment of removal from service but the competent authority was also obliged to consider the extenuating circumstances existing in favour of the workman which have not been considered.

12. After going through the submissions of the learned counsel for both the parties, the submission of Mr. Abhay Kulkarni has much force. So while on one hand the charge of using of filthy language stands proved on the contrary, there are circumstances which justifies that it was the result of provocation caused by the inaction of S.T.Pawar against Mr. Bhoge and also for the redressal of the grievances of other staff members. There is sufficient evidence on record that the general behavior of R.N.Patil with the customers and staff members was very cordial. He was helpful to the customers and also used to bring business to the Bank. Thus in this perspective when the quantum of punishment is examined, I am of the considered view that the punishment of discharging from service was on the higher side and deserves to be set aside keeping in view the above mentioned extenuating circumstances. Since the workman R.N.Patil has already attained the age of superannuation and has already been paid the retiral benefits, therefore, the damage caused to the workman R.N.Patil may be compensated by awarding a lumpsum compensation which is quantified to the tune of Rs.1.25 lakhs.

Thus to conclude that as per the evidence of charge of using filthy language stands proved but as stated earlier it was the result of inaction of S.T.Pawar towards redressal of the grievances of the lady staff members. Therefore, the sentence of discharging from service is hereby set aside. Keeping in view that he has already attained the age of superannuation therefore, he shall be paid a sum of Rs.1.25 lakhs as one time damages.

13. Award is passed accordingly.

JUSTICE S.V.S. RATHORE, Presiding Officer

नई दिल्ली, 17 मई, 2017

का.आ. 1289.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार नीलचाल ग्याम्या बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 27/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.05.2017 को प्राप्त हुआ था।

[सं. एल-12025/01/2017-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 17th May, 2017

S.O. 1289.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 27/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Neelachala Gyamya Bank and their workmen, received by the Central Government on 17.05.2017.

[No. L-12025/01/2017-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 27/2015**Date of Passing Award – 2nd November, 2016****Between:**

The Branch Manager,
Neelachala Gyamya Bank,
Junei Branch, At./Po./Ps. Konark,
Dist. Puri, Odisha – 752 111

...1st Party-Management**(And)**

Shri Nirakar Mishra,
S/o. Gadadhar Mishra,
Village – Badatara, Po. Gadarupas
Via-Gop, Dist. Puri, Odisha – 752 110

...2nd Party-Applicant**Appearances :**

None	...	For the 1 st Party-Management
Shri Nirakar Mishra	...	For Himself the 2 nd Party-Applicant

AWARD

This award is directed against an application under section 2-A(2) filed by one Shri Nirakara Mishra wherein grievances have been high-lighted against the Management and prayer has been made to appoint him against a regular post under the office of the Management.

2. Briefly stated, the case of the applicant is that, he was working as a temporary Messenger under the Management in its branch at Junei, when the regular Messenger of the Bank remained absent and he was receiving Rs. 25/- towards daily wage which is subsequently enhanced to Rs. 70/- per day. He was earning Rs. 200/300 per month by such engagement. In spite of recommendation by the concerned Branch Manager the Regional Office of the Management did not absorb him as a regular Messenger. In the month of September, 2012 he could not attend the branch office due to his spinal problem and went to Olatapur for his treatment. On his return from Olatapur after eight days he went to the branch office to discharge his duty. Surprisingly he found a new person to have been engaged by the Branch Manager without any intimation to him. He raised a dispute before the Asst. Labour Commissioner (Central), Bhubaneswar and when no action was initiated on his complaint he was compelled to prefer the present application resorting to the provisions of Section 2-A(2) of the Act.

3. In spite of notice by Regd. Post the Management neither made its appearance nor contested the dispute raised by the applicant for which it has been set exparte.

4. The points for consideration in the present adjudication is whether refusal of employment to the applicant as temporary messenger by the Management is illegal, unjustified and the adjudication is maintainable under the provisions of Section 2-A(2) of the Act.

5. In support of his allegations the applicant has filed his statement through sworn affidavit and filed documents like xerox copy of letter dated 30.7.2011 of Branch Manager to Regional Manager, Pipili, for accordance of permission, xerox copy of voter I-Card xerox copy of B.P.L. card etc.

6. On a mere reading of the pleadings and statement of the applicant it is coming-forth that the engagement of the applicant was on need basis in the event of absence of regular Messenger. Nothing specific has been either pleaded in the statement of claim or in the sworn affidavit that the applicant was working as a casual wage or temporary Messenger for 240 days continuously either preceding to the date of refusal of employment to him or in any year in between 2002 to 2012. Moreover, the pleadings itself suggest that his engagement was purely on daily and need basis when the regular Messenger remained absent from his duty. Besides, not a single scrap of paper has been filed in the proceeding to show that he was ever engaged or appointed as a temporary Messenger in the establishment of the Management. He has not also made any prayer to call for muster roll, wage register or contingent expenses register of the Management to establish that he was ever engaged as a temporary Messenger or paid any amount by the Management for such alleged engagement though the settled principle requires the applicant-workman to establish that he is appointed as a casual labourer/Messenger temporarily for 240 days continuously in a year prior to his termination/retranchment/dismissal etc. and his alleged retranchment/dismissal/removal was not in conformity to the provisions as mentioned in Section 25-F of the Act in order to get any relief. Having failed to establish that he was ever approached by the Management to work as a temporary Messenger or he was engaged as such Messenger in the

establishment of the Management and also his engagement of 240 days continuously in a year, the dispute raised by him does not seem to have any merit.

7. Further, it cannot be over-looked that as per his own pleadings he was engaged on daily wage basis when the regular Messenger fails to attend the office of the Management. There is no evidence or claim that when he went to the branch office after his treatment at Olatapur, he was under employment in any capacity either as a casual worker or as a substitute against the regular Messenger. His engagement seems to be conditional to the absent of regular Messenger from his duty and as such he was not in job when he found a new person had been engaged temporarily to discharge the job of the regular Messenger. Be that as it may, the action of the Management in employing another person as a daily wagger cannot be termed as dismissal, removal, discharge or otherwise termination of service of an individual workman as specified in the provisions of Section 2-A(1) of the Act giving the applicant-workman a scope to redress his grievance directly before this Tribunal resorting the provisions of Section 2-A(2) of the Act. In that view of the matter the present application is also apparently not maintainable in the eye of law.

8 Accordingly, the applicant is not entitled to any relief under any provisions of the I.D. Act.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 17 मई, 2017

का.आ. 1290.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार ओडिशा ग्राम्या बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 05/2015) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.05.2017 को प्राप्त हुआ था।

[सं. एल-12011/10/2015-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 17th May, 2017

S.O. 1290.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 05/2015) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of Odisha Gramya Bank and their workmen, received by the Central Government on 17.05.2017.

[No. L-12011/10/2015-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 05/2015

No. L-12011/10/2015-IR(B-I), dated 09.02.2015

Date of Passing Order – 18th October, 2016

Between :

The Chairman, Odisha Gramya Bank, HQ,
Kokila Residency, Ananta Vihar, Pokhariput,
Bhubaneswar (Orissa)

... 1st Party-Management

(And)

The General Secretary,
Odisha Gramya Bank Karmachari Sangha,
VA-cum-Managing Director, Oil India Ltd,
Plot No. 19, Sector-16A, Nodia, 23/3, Unit-II,
Ashok Nagar, Bhubaneswar – 751 009

...2nd Party-Union

Appearances :

None	...	For the 1 st Party-Management
None	...	For the 2 nd Party-Union

ORDER

Case taken up. Parties are absent. The 2nd Party-Union has not filed any statement of claim despite sending of notices to them through regd. as well as ordinary post. In order to give a last opportunity to the 2nd party-Union regd. notice was issued on 19.07.2016 fixing 17.08.2016 for appearance and for filing of statement of claim, but neither the 2nd party-Union caused appearance today nor filed any statement of claim. As such it seems that the 2nd party-Union is not interested in prosecuting its case. However the dispute cannot be adjudicated upon for want of pleadings on behalf of the parties. As such there is no alternative except to return the reference to the Government for necessary action at its end.

2. Accordingly the reference is returned to the Government unanswered for necessary action at its end.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 17 मई, 2017

का.आ. 1291.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 01/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/61/2006-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 17th May, 2017

S.O. 1291.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2007) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 17.05.2017.

[No. L-12012/61/2006-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 01/2007

Date of Passing Award – 23rd January, 2017

Between:

1. The Chief General Manager,
State Bank of India, Local Head Office,

III/1, Pandit Jawaharlal Nehru Marg,
Bhubaneswar – 751 001, Orissa.

2. The Asstt. General Manager,
State Bank of India, Treasury Branch,
Pandit Jawaharlal Nehru Marg,
Bhubaneswar – 751 001, Orissa

...1st Party-Managements

(And)

Shri Jyoti Bhusan Das,
S/o. Banshidar Das,
At. Kajidhia, Po. Madhupatna,
Cuttack – 10, Orissa

...2nd Party-Workman

Appearances :

M/s. S.M. Dwibedi, Advocate ... For the 1st Party-Management No. 1 & 2.

M/s. N.N. Mohapatra, Advocate ... For the 2nd Party-Workman.

AWARD

The award is directed against a reference with following schedule:-

Whether the action of the management of State Bank of India, Government Treasury Branch, is justified in terminating the service of Shri Jyoti Bhusan Das Ex-Messenger with effect from 1.6.2005 even after clear cut order passed by the Hon'ble High Court of Orissa, Cuttack in O.J.C No. 8108 of 1993 as well as the order of the Hon'ble Supreme Court in S.L.P (Civil) No. 314 of 2004?

made by the Government of India, Ministry of Labour & Employment in exercise of the powers conferred by clause (d) of Sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide letter No. L-12012/61/2006 – IR(B-1), dated 29.12.2006.

2. Undisputed fact giving rise to the reference, in short, is that the 2nd party-workman joined as a Messenger on daily wage basis in the Treasury Branch of SBI, Bhubaneswar in the month of March, 1989. As his service was terminated with effect from 9.6.1990 in violation of the provisions of the Act, the Management was directed to reinstate him with back wages and other service benefits in an exparte award given by this Tribunal in an earlier reference. The Management preferred a Writ Appeal against such exparte award before the Hon'ble High Court and the said Writ was dismissed on contest. Being aggrieved by such dismissal of the Writ Appeal the Management approached the Hon'ble Supreme Court in a S.L.P which was disposed of in admission stage with following observations:-

Looking into the nature of the case we decline to interfere into special leave petition, which is accordingly, dismissed. It is however, directed that as the award is ex-parte, the respondent employee shall be paid only 50% of the back wages”.

3. Pursuant to such order the workman was reinstated and allowed to join as a Messenger in the SBI, Treasury Branch, Bhubaneswar on 1.1.2005 and he was again disengaged from service on 31.5.2005 on a plea that the Management decided to discontinue the practice of giving employment to the casual workers on daily wage basis. He was paid an amount of Rs. 1,775/- towards notice pay for a month and an amount of Rs. 15,000/- towards compensation.

4. The retrenchment order is challenged on a contention that some casual/daily paid messengers junior to him were absorbed against permanent vacancy of the Management during the period of his earlier termination. Had he been continued in the service he had a good opportunity of being absorbed against permanent vacancy. His termination within six months of his reinstatement pursuant to the findings of an Award amounts to unfair labour practice and as such he should be reinstated with back wages and other service benefits including regularization of his service like regularization of service of his juniors. Plea has also been raised in the statement of claim that compensation is very less than to his entitlement.

5. The 1st Party-Management-Bank has taken a stand that the disputant workman Shri Das was engaged intermittently on daily wage in the 1st Party-Management at Government Treasury Branch on need basis. When his service was terminated with effect from 9.6.1990, a dispute was raised before the Tribunal vide I.D. Case No. 27/1991. In an exparte award of this Tribunal the Bank was directed to reinstate the disputant workman in service with full back wages. The said award was challenged before the Hon'ble High Court of Orissa in a Writ Petition bearing O.J.C. No. 8108/2003. The writ was dismissed and the award of the Tribunal was upheld against which the Management-Bank

preferred a S.L.P. before the Hon'ble Apex Court. While dismissing the said S.L.P. the Hon'ble Apex Court modified the award of the Tribunal to the extent that the workman would be paid only 50 percent of the back wages. Pursuant to such order of the Tribunal and the Hon'ble Courts the workman was reinstated in service on daily wage basis with effect from 1.1.2005 at the Govt. Treasury Branch of the Bank. On the date of his earlier termination the workman was getting an amount of Rs. 18/- per day from the branch and as such, he was paid Rs. 9/- from the date of his termination till the date of his reinstatement. It is the further stand of the Management-Bank that practice of engaging messenger on daily wage basis was dispensed with as a result of which the disputant workman Shri Das was disengaged with effect from 1.6.2005 after payment of necessary retrenchment compensation and pay in lieu of notice in due compliance with the requirements of the provisions of Section 25-F of the I.D. Act. Since the disputant workman was employed temporarily on daily wage and his service was discontinued due to cessation of practice of engagement of daily labourer after compliance of statutory requirement as per provisions of Section 25-F, there was no illegality or irregularity in retrenchment of the workman. According to the Management the 2nd party-workman has filed a contempt petition bearing No. 111/2006 in the Writ Appeal O.J.C. No. 8108/1993 against the Management-Bank after his retrenchment with a prayer to direct the Management to comply with the direction of the Hon'ble High Court passed in the Writ and for regularization of his service. The Management has appeared in the said contempt proceedings and filed its reply. When the self same matter is subjudice before the Hon'ble High Court the reference is not maintainable.

6. Keeping in view the pleadings of the parties the following issues have been settled for proper adjudication of the dispute.

ISSUES

1. Whether the reference is maintainable?
2. Whether the termination of service of the workman after being reinstated as per the order of Hon'ble High Court in O.J.C. No. 8108/1993 and the order of the Hon'ble Supreme Court in S.L.P. (Civil) Case No. 314/2004 is justified?
3. Whether the termination of workman was justified and in accordance with law?
4. If not, to what relief the workman is entitled?

7. Both the parties have adduced oral as well as documentary evidence to support their respective stands. Besides examining himself as W.W.-1 the workman has relied upon documents like award of the Industrial Tribunal, Bhubaneswar arising out of I.D. Case No. 27/2991 (Central), marked as Ext.- 3 order/judgement of the Hon'ble High Court of Orissa arising out of O.J.C. No. 8108/1993 marked as Ext.- 4, order of the Hon'ble Apex Court in S.L.P. No. 314/2004 marked as Ext.- 5, his representation dated 01.01.2005, marked Ext.- 1 and termination letter dated 31.5.2006 marked Ext.-2. On the other than the Management-Bank has adduced oral evidence through its Asst. General Manager as M.W.-1 to refute the allegations raised by the disputant workman.

ISSUES NO. 2, 3 & 4

8. Since the above issues are inter-related to each other, they are taken into consideration simultaneously for the sake of convenience as well as for better appreciation of the reference made to this Tribunal. It is emerging from the pleadings, contentions and evidence adduced by the parties that there is no serious dispute that the 2nd party-workman was reinstated in service on daily wage from 1.1.2005 at the Government Treasury Branch, Bhubaneswar of the Management pursuant to the award of CGIT in I.D. Case No. 27/1991 which was confirmed by the Hon'ble High Court of Orissa as well as Hon'ble Apex Court of India and the award was given exparte as the Management did not appear and contest the reference. In the earlier reference it was the stand of the disputant workman that he was appointed as a Messenger with effect from 21.8.1989 in the Management-Bank and his service was terminated with effect from 9.6.1990 without compliance of provisions of Section 25-F of the Act despite worked for more than 240 days within a year preceding to his alleged termination. Direction was given in the award for his reinstatement with full back wages on account of the dismissal being violative of provisions of the I.D. Act which was modified by the Hon'ble Apex Court to an extent of 50% of back wages. Neither the stand of the 2nd party-workman nor the award in Ext.- 3 discloses that the workman was engaged as a permanent messenger prior to his alleged dismissal without compliance of the provisions of Section 25-F of the Act. Moreover, the workman has not claimed specifically that he was reinstated as a Messenger on permanent basis pursuant to the above award. Further, in his evidence the workman has claimed that Akshya Parida and Salila Kumar Das, who were junior to him, have been retained as Messengers. But in his cross examination he has admitted that both of them were working on daily wage basis and there was a recruitment test in the year 1992 for regularization of temporary messengers. Similar selection recruitment test was conducted in the year 1994. He did not appear in those tests because of his discontinuance of service and for want of service experience certificate whereas services of Akshya Parida and Salila Kumar Das were regularized on the basis of above recruitment test/selection conducted for temporary workers. Be that as it may, it can be safely concluded that the disputant workman

was reinstated to his service as on daily wage basis as a temporary messenger and he continued as such till his dismissal with effect from 01.06.2005.

9. It is also emerging from the pleadings and evidence of the parties that practice of engagement of temporary messenger was discontinued and the disputed workman has admitted in his cross examination that no person is appointed as a Messenger on daily wage basis temporarily after his reinstatement. There is no dispute that the workman was given notice pay for one month as per the daily wage received by him prior to his disputed dismissal and a compensation of Rs. 15,000/-. Taking the above facts into consideration it cannot be said that disengagement or termination of the workman was violative of provisions of the 25-F and 25-H of the Act. Furthermore, the award of the CGIT so also the order of the Hon'ble High Court and Hon'ble Apex Court do not mandate that his reinstatement would put him to a position of permanent employee or extend protection i.e. usually given to a workman of permanent nature. The same also do not mandate regularization of his service. The earlier award of CGIT was given in favour of the workman as his earlier termination was violative of the provisions of Section 25-F of the Act. The said award cannot be treated as permanent protection to the workman against a legal and justified retrenchment made with due observance of laws. Hence it cannot be concluded or accepted that the Management was prohibited from terminating his service after due compliance of provisions of Section 25-F of the Act till he attains the age of superannuation. Thus, in the case at hand the workman was appointed and reinstated on a purely temporary basis and his earlier appointment was without following due process of law i.e. his name was neither sponsored by the employment exchange nor any advertisement was issued for the purpose of filling up of such post of temporary messenger. No fact or evidence is emerging to suggest that any person in similar footing to the disputant workman was given permanent appointment in the office of the Management. In the industrial adjudication, an order of termination is declared illegal if it is not in accordance with law but, it did not mean that the temporary workman had substantive right to hold the post for all time. It has been set out by the Hon'ble Apex Court in the case of Hindusthan Petroleum Corporation Limited –Versus– Ashok Ranghba Ambre passed in Civil Appeal No 391 of 2008 reinstatement by virtue of an award under the I.D. Act does not mean confirmation and such order would not necessarily entitled the workman to claim the benefits of status of permanency. In the above backdrops it cannot be said that the alleged termination of service of the disputant workman was an unfair labour practice or the same was illegal and unjustified.

10. Further, as per the settled principles of the Hon'ble Apex Court when there is a wrongful termination of service of a daily wager because of unfair labour practice or on account of non-compliance of the provisions of I.D. Act, such an employee is not entitled to reinstatement automatically. It is not in every case of illegal or unjustified termination, the order for reinstatement in service should be passed. While giving such direction for reinstatement with full back wages, it is necessary to take into consideration host of factors, such as, manner and method of appointment, nature and period of employment etc. Even, it is accepted in argument sake that the disputant workman was retrenched by adopting unfair labour practice, he cannot be reinstated into service automatically except being compensated more particularly when the practice of engaging temporary messengers has been discontinued in the establishment of the Management.

11. However, it cannot be over-sighted from the pleadings and evidence of the parties more particularly from the oral testimony of M.W.-1 that back wages of the disputant workman, while reinstating him pursuant to the earlier award, was calculated on the basis of the wage of Rs. 18/- per day on account of the reason that he was receiving said amount as wages per day as a daily wager at the time of his dismissal i.e. on 09.06.1990. Judicial notice can be taken to the fact that minimum wages of skilled, semi-skilled and unskilled daily wagers are being revised from time to time. The disputant workman was paid Rs. 62.50 per day towards his daily wage at the time of his reinstatement i.e. on 01.01.2005. Undoubtedly, the disputant workman could have claimed and realized his back wages to be calculated on the basis of minimum wage fixed from time to time by taking resort to the provisions of Section 33-C(2) of the Act. In view of admission made by M.W.-1 that back wages of the workman was computed fixing his wage at Rs. 9/- per day, it can be said that the back wages of the workman was not properly computed and he was not paid appropriate back wages to which he was entitled. That apart, it cannot be over-looked that had he been continued in the post of temporary messenger during the period of his disengagement, he could have appeared the recruitment/selection test for the post of messengers and in case of his success in the said test he could have been appointed on regular basis like his juniors namely Salila Kumar Das and Akshya Parida. Having regard to the above facts and circumstances it appears that the amount of Rs. 15,000/- given in lieu of compensation during the alleged retrenchment does not appear to be sufficient. Therefore, to avoid multiplicity of litigation it would be just and appropriate to direct the Management to compute/calculate 50% of his back wages for the period from 9.6.1990 to 31.12.2004 on the basis of wage fixed from time to time for such casual/daily wager. Besides an amount of Rs. 25,000/- more shall be paid to the disputant workman towards compensation in lieu of his retrenchment.

ISSUE NO. 1

12. In view of my findings given above this issue needs no answer.

13. Accordingly, it can be safely held that the dispute raised by the workman is devoid of any merit except to the observations made in supra with regard to his back wages and compensation in lieu of termination.

14. Reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 17 मई, 2017

का.आ. 1292.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 60/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/65/2011-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 17th May, 2017

S.O. 1292.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 60/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 17.05.2017.

[No. L-12012/65/2011-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 60/2011

Date of Passing Award – 9th December, 2016

Between :

1. Shri Surajit Mishra (Contractor),
M/s. Udyog Engineering & Construction,
Plot No. 2047, Hatasahi, Old Town,
Bhubaneswar – 02, Orissa.
2. The Chief General Manager,
State Bank of India, Local Head Office,
Pandit Jawaharlal Nehru Marg,
Bhubaneswar (Orissa)

...1st Party-Managements

(And)

Shri S.K. Swain,
C/o. S.N. Das, Lift Operator,
Main gate Lift, A.G. Office,
Bhubaneswar (Orissa)

...2nd Party-Workman

Appearances :

M/s. S.M. Dwibedy, Advocate	...	For the 1 st Party-Management No. 1.
M/s. Amar Sahoo, Advocate	...	For the 1 st Party-Management No. 2
None	...	For the 2 nd Party-Workman

AWARD

The award is directed against a reference with following schedule:-

“Whether the action of the management of M/s. Udyog Engineering and Construction, newly engaged contractor working under CGM, State Bank of India, LHO, Bhubaneswar in not considering the engagement of Shri S.K. Swain, Electrician in Electrical Maintenance works is appropriate and justified? To what relief the workman is entitled?”

made by the Government of India, Ministry of Labour & Employment in exercise of the powers conferred by clause (d) of Sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide letter No. L-12012/65/2011 – IR(B-I), dated 11.11.2011.

2. Briefly stated, facts giving rise to the reference may be stated as follows:-

The 2nd party-workman namely Shri Suresh Kumar Swain filed his claim statement for regularization of his service claiming that being an I.T.I. qualified Electrician he was employed by the Management No. 1 SBI to look after the installation of various electrical fittings and repair of the same in the office and residential buildings of the Management. To deprive him regular pay and other benefits extended to a regular employee of the Management he was being shown engaged as a contract labourer. According to him all paper transactions, if any, for showing such electrical works being entrusted to a contractor are sham and camouflage in nature. Though he was working as Electrician directly under the S.B.I. Management for the period from May, 1993 till his termination of his service i.e. December, 2010, he was shown as a labourer working under different contractors from time to time. When he raised a claim before the Management for his absorption and regularization of service he was disengaged.

3. Refuting the allegations raised by the workman the Management submitted its written statement wherein stand has been taken that in no point of time Shri Swain was given any appointment or job work to repair and maintain electrical fittings of the office and residential building of the Management. Such work of maintenance was being done through contractors. As such there was no employer and employee relationship between the workman and the Bank Management. It is the further case of the Management that such maintenance work was entrusted to the contractor Management No. 1 in the year 2010 and the allegations raised by the workman being frivolous and baseless the reference should be answered against the workman. The Management No. 2 did not make his appearance and file any written statement for which he has been set exparte.

4. On the aforesaid pleadings of the parties issues like (1) Whether the 2nd party-workman was ever engaged by the 1st Party-Management No. 1 and worked under it? (2) Whether the action of the management of M/s. Udyog Engineering and Construction, newly engaged contractor working under CGM, State Bank of India, LHO, Bhubaneswar in not considering the engagement of Shri S.K. Swain, Electrician in Electrical Maintenance works is appropriate and justified? and (3) To what relief the workman is entitled were settled on 07.01.2013 where-after the case was posted for taking evidence of the parties. But, the workman did not come forward to adduce his evidence and remained absent inspite of several adjournments accorded to him. Ultimately when he failed to lead any evidence inspite of being noticed repeatedly the matter was heard exparte. The Management did not choose to adduce any evidence except relying on his pleadings.

5. Law is well settled that in order to avail any benefit under the provisions of I.D. Act the initial burden lies on the workman to establish that he was appointed or employed by the Management and he worked continuously for a period of more than 240 days in a year prior to his alleged disengagement. But, the disputant workman has neither come forward to adduce any oral evidence or documentary evidence in support of his claim that he was being engaged as an Electrician to maintain and repair various electrical fittings in the office and residential buildings of the S.B.I. Management. Not a single scrap of paper is also filed along with his statement of claim to show that he was ever entrusted with such work by the Management-Bank. Thus, having failed to discharge his initial onus to prove his employment or engagement directly under the supervision of the Management-Bank it is hard to believe that there was any relationship of employer and employee between the disputant workman and the Management-Bank. Therefore, the disputant workman has no scope to raise any dispute under the provisions of the I.D. Act to ventilate his grievances and seek any relief.

6. Hence, it can be said that neither the reference is maintainable nor the workman is entitled to any relief from the Management-Bank. The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 17 मई, 2017

का.आ. 1293.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 61/2011) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/64/2011-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 17th May, 2017

S.O. 1293.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 61/2011) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 17.05.2017.

[No. L-12012/64/2011-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 61/2011

Date of Passing Award – 9th December, 2016

Between :

1. Shri Surajit Mishra (Contractor),
M/s. Udyog Engineering & Construction,
Plot No. 2047, Hatasahi, Old Town,
Bhubaneswar – 02, Orissa.
2. The Chief General Manager,
State Bank of India, Local Head Office,
Pandit Jawaharlal Nehru Marg,
Bhubaneswar (Orissa)

...1st Party-Managements

(And)

Shri Abhimanyu Mallick,
C/o. S.N. Das, Lift Operator,
Main gate Lift, A.G. Office,
Bhubaneswar (Orissa)

...2nd Party-Workman

Appearances :

M/s. S.M. Dwibedy, Advocate	...	For the 1 st Party-Management No. 1.
M/s. Amar Sahoo, Advocate	...	For the 1 st Party-Management No. 2
None	...	For the 2 nd Party-Workman

AWARD

The award is directed against a reference with following schedule:-

“Whether the action of the management of M/s. Udyog Engineering and Construction, newly engaged contractor working under CGM, State Bank of India, LHO, Bhubaneswar in not considering the engagement of

Shri Abhimanyu Mallick, Electrician in Electrical Maintenance works is appropriate and justified? To what relief the workman is entitled?"

made by the Government of India, Ministry of Labour & Employment in exercise of the powers conferred by clause (d) of Sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 vide letter No. L-12012/61/2011- IR(B-I), dated 11.11.2011.

2. Briefly stated, facts giving rise to the reference may be stated as follows:-

The 2nd party-workman namely Shri Abhimanyu Mallick filed his claim statement for regularization of his service claiming that being an I.T.I. qualified Electrician he was employed by the Management No. 2 S.B.I to look after the installation of various electrical fittings and repair of the same in the office and residential buildings of the Management. To deprive him regular pay and other benefits extended to a regular employee of the Management he was being shown engaged as a contract labourer. According to him all paper transactions, if any, for showing such electrical works being entrusted to a contractor are sham and camouflage in nature. Though he was working as Electrician directly under the S.B.I. Management for the period from February, 1988 till his termination of his service i.e. December, 2010, he was shown as a labourer working under different contractors from time to time. When he raised a claim before the Management for his absorption and regularization of service he was disengaged.

3. Refuting the allegations raised by the workman the Management submitted its written statement wherein stand has been taken that in no point of time Shri Mallick was given any appointment or job work to repair and maintain electrical fittings of the office and residential building of the Management. Such work of maintenance was being done through contractors. As such there was no employer and employee relationship between the workman and the Bank Management. It is the further case of the Management that such maintenance work was entrusted to the contractor Management No. 1 in the year 2010 and the allegations raised by the workman being frivolous and baseless the reference should be answered against the workman. The Management No. 1 did not make his appearance and file any written statement for which he has been set exparte.

4. On the aforesaid pleadings of the parties issues like (1) Whether the action of the management of M/s. Udyog Engineering and Construction, newly engaged contractor working under CGM, State Bank of India, LHO, Bhubaneswar in not considering the engagement of Shri Abhimanyu Mallick, Electrician in Electrical Maintenance works is appropriate and justified? (2) Whether the 2nd party-workman was ever engaged by the 1st Party-Management No. 1 and (3) To what relief the workman is entitled were settled on 07.01.2013 where-after the case was posted for taking evidence of the parties. But, the workman did not come forward to adduce his evidence and remained absent inspite of several adjournments accorded to him. Ultimately when he failed to lead any evidence inspite of being noticed repeatedly the matter was heard exparte. The Management did not choose to adduce any evidence except relying on his pleadings.

5. Law is well settled that in order to avail any benefit under the provisions of I.D. Act the initial burden lies on the workman to establish that he was appointed or employed by the Management and he worked continuously for a period of more than 240 days in a year prior to his alleged disengagement. But, the disputant workman has neither come forward to adduce any oral evidence or documentary evidence in support of his claim that he was being engaged as an Electrician to maintain and repair various electrical fittings in the office and residential buildings of the S.B.I Management. Not a single scrap of paper is also filed along with his statement of claim to show that he was ever entrusted with such work by the Management-Bank. Thus, having failed to discharge his initial onus to prove his employment or engagement directly under the supervision of the Management-Bank it is hard to believe that there was any relationship of employer and employee between the disputant workman and the Management-Bank. Therefore, the disputant workman has no scope to raise any dispute under the provisions of the I.D. Act to ventilate his grievances and seek any relief.

6. Hence, it can be said that neither the reference is maintainable nor the workman is entitled to any relief from the Management-Bank. The reference is answered accordingly.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer

नई दिल्ली, 17 मई, 2017

का.आ. 1294.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण एवं श्रम न्यायालय, भुवनेश्वर के पंचाट (संदर्भ संख्या 30/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17.05.2017 को प्राप्त हुआ था।

[सं. एल-12012/2/2004-आईआर (बी-1)]

बी. एस. बिष्ट, अनुभाग अधिकारी

New Delhi, the 17th May, 2017

S.O. 1294.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 30/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Bhubaneswar as shown in the Annexure, in the industrial dispute between the management of State Bank of India and their workmen, received by the Central Government on 17.05.2017.

[No. L-12012/2/2004-IR (B-I)]

B. S. BISHT, Section Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, BHUBANESWAR

Present:

Shri B.C. Rath,
Presiding Officer, C.G.I.T.-cum-Labour
Court, Bhubaneswar

INDUSTRIAL DISPUTE CASE NO. 30/2004

Date of Passing Award – 14th February, 2017

Between :

The Assistant General Manager,
State Bank of India, Region – 1,
Regional Office, Po. Jeypore, Dist. Koraput,
Orissa

... 1st Party-Management.

(And)

Shri Ramakrishna Behera, Ex-Messenger,
Near Santoshi Mandir, Shivaji Nagar,
At./Po. Umerkote, Dist. Nawarangpur – 764 073

... 2nd Party-Workman.

Appearances :

M/s. S.M. Dwibedi, Advocate ... For the 1st Party-Management.

M/s. S.K. Mohanty, Advocate ... For the 2nd Party-Workman.

AWARD

The Government of India in the Ministry of Labour in exercising its powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 have referred the present dispute between the parties named above with the schedule:-

“Whether the action of the management of State Bank of India, Umarkote in terminating the service of Shri R.K. Behera, Messenger by way of infliction of punishment, is legal and justified? If yes, whether the same is proportionate to cause of offence committed by the workman? If not, to what relief the workman concerned is entitled?

for its adjudication vide their letter No. L-12012/2/2004-IR(B-I), dated 08.04.2004/07.03.2008.

2. Facts, in narrow compass, giving rise to the reference as emerging from the statements of the parties are that the 2nd party-workman was appointed as Messenger with effect from 23.6.1992 and discharging his duties being posted in the Umerkote Branch of the Management-Bank during the relevant time. One Smt. Radha Gouduni had a Freedom Fighter's account with the Management-Bank at Umerkote Branch. The said branch used to draw the pension of Smt. Radha Gouduni from the State Government and depositing the same in her S.B. Account which she used to draw from time to time. The account became dormant for non-drawal of any amount/non-operation for a long period. On 3.10.2000 an amount of Rs. 20,000/- was withdrawn from the account on presentation of a withdrawal slip bearing

L.T.I. At that time Shri R.N. Biswas, Shri Koteswar Pattnaik and Shri Mrutunjaya Pattnaik were working as Junior Manager, Account Openings Counter Clerk and Paying Cashier respectively in the branch. It was detected on the next day that Smt. Radha Gouduni died long back and Rs. 20,000/- was drawn by her grandson. It was alleged that the withdrawal slip in the name of Radha Gouduni was passed for payment on the approach and request of the 2nd party-workman. He recovered the amount from the drawee and deposited the same in Account. A departmental enquiry was initiated against him on the charges that he presented the withdrawal slip of deceased Radha Gouduni before Shri Koteswar Pattnaik, who was managing Saving Bank counter at that time, and requested to issue a token stating that the depositor was unable to come to the counter for heavy rush in the Bank and managed drawal of the amount from an account of a deceased person. A departmental proceeding was initiated and he was charged in the proceeding for making a deposit of the said amount in the account of the deceased Radha Gouduni after its withdrawal in a fraudulent manner. When the alleged fraudulent transaction was came to the knowledge of the higher authority, Shri S. Rajarshee, SMGS-4 of Damanjodi Branch was entrusted to conduct the departmental enquiry against the 2nd party-workman and three others named above. Enquiry report was submitted holding the 2nd party-workman guilty of gross misconduct for facilitating the drawal of the amount. He was dismissed from service being punished in the departmental proceeding and before his dismissal he was issued with a show cause notice along with the enquiry report to submit his explanation on the findings of the enquiry officer.

3. It is alleged by the 2nd party-workman in his claim statement that withdrawal of cash from the pass book of the a/c. holders is not covered by the duty chart of a Messenger. Any such wrong drawal from pass book of a deceased a/c. holder is supposed to be a negligence on the part the officer entrusted with passing and drawal of the amount. Denying his involvement in any manner in the alleged withdrawal of the amount from the saving account of deceased Radha Gouduni, he had pleaded that the pension account became dormant for not being operated from Sept., 1999 and S.B. Account Clerk Shri Koteswar Pattnaik was duty bound to insist the attendance of the Account Holder Radha Gouduni for verification of her L.T.I before passing the withdrawal and forwarding the slip for payment. Similarly Shri Mrutunjay Pattnaik, the Paying Cashier was required to be vigilant and to ask for personal attendance of Radha Gouduni before making payment of the amount. Shri Biswas was also negligent of his duty for passing the withdrawal slip for payment without verifying the attendance and L.T.I. of Smt. Radha Gouduni. There was no role on his part for such withdrawal and disbursement of the amount. When the matter was detected, he helped the accounts clerk and the paying cashier to recover the amount from the grand-son of the deceased account holder and the amount was re-deposited into the account of the deceased Radha Gouduni. Such amount was withdrawn due to lapses on the part of the, passing clerk, paying cashier, and Shri Biswas who was in-charge of the Branch-Bank on that day. Being a mere Messenger he cannot be made liable and responsible for the conduct of senior officers of the Bank. A preliminary enquiry was conducted by the Asst. General Manager, SBI, Jaypur for the incident and one year after such preliminary enquiry, the departmental proceeding was drawn against him and three others. Charge-sheet was issued without a copy of such preliminary enquiry report, statement of imputations, list of witnesses and documents relied on by the department. The enquiry officer was appointed before submission of show cause by the workman. The workman could not submit his explanation to the charges due to non-supply of statement of imputations, preliminary enquiry report and documents to be relied upon by the department. Though, the enquiry was conducted at Damanjodi Branch no advance T.A. was provided to him to attend the enquiry. It is also alleged that though several documents were exhibited in the departmental enquiry and witnesses were examined, copies of such documents were not furnished to him so also list of witnesses. The statements of the witnesses were not recorded on oath in presence of him. No opportunity was given for cross examination of the witnesses. The Presenting Officer became a witness and on his version conclusion was drawn. He was not given an opportunity to produce his witness. There is nothing in the enquiry to suggest that the 2nd party-workman was aware of the death of Radha Gouduni and he had any connivance for withdrawal of such amount from the account holder of a deceased woman. It has been pleaded that other three officers were left-out with minor punishment, whereas he was inflicted with the punishment of dismissal only to save the negligent officers. Thus, the departmental proceeding having been conducted in violation of the principles natural justice is to be vitiated and he is to be reinstated with back wages and all other service benefits.

4. The Management-Bank has resisted the claim of the 2nd party-workman taking a stand that the amount of Rs. 20,000/- was withdrawn from the S.B. Account of a deceased account holder due to direct and active connivance of the 2nd party-workman with the legal heir of the deceased account holder. He mislead his superiors and managed to pass the withdrawal slip and helped the legal heir of the account holder to withdraw such a huge amount from the account of the deceased Radha Gouduni. A departmental proceeding was initiated and the 2nd party-workman and three other negligent employees were duly charge-sheeted. Due enquiry was conducted in conformity to the principles of natural justice and opportunities were given to the 2nd party-workman to defend himself in the enquiry proceeding. He was furnished with the charge-sheet and all necessary documents for the purpose of defending himself in the enquiry proceeding. As he was primarily responsible for such illegal withdrawal, the enquiry report was directed against him. He was issued with show cause notice along with the copy of the enquiry report for submitting his explanation. As he was found to have

been guilty of serious misconduct, he was dismissed from service. There being no defect in the departmental enquiry followed by order of dismissal the Tribunal has no scope to interfere with the propriety of the enquiry.

5. On the aforesaid pleadings of the parties the following issues have been settled for just and proper adjudication of the dispute.

ISSUES

1. Whether the action of the Management of State Bank of India, Umerkote in terminating the service of Shri R.K. Behera, Messenger by way of infliction of punishment, is legal and justified? If yes, whether the same is proportionate to cause of offence committed by the workman
2. If not, to what relief the workman concerned is entitled?

6. None of the parties having failed to make a prayer for adjudication of the issue of fairness of the departmental proceeding as a preliminary one, all the issues are heard and taken up simultaneously. To substantiate his case the disputant workman has examined himself as W.W.-1 and relied upon certain documents like copy of the job card No. 4 of the Management, copy of the duties of Messenger as per the Staff Training Centre, copy of the suspension order dated 27.10.2000, copy of the charge-sheet dated 24.9.2001, copy of the letter dated 10.11.2001, copy of the letter dated 10.12.2001, copy of the affidavit of Shri Jugal Gouda, copy of the letter of Shri S.K. Bahinipati, copy of the inquiry report, copy of the letter dated 26.12.2002, copy of the order dated 21.3.2003, copy of the appeal Memorandum, and copy of the order dated 4.7.2003 of the appellate authority which are marked Ext.-1 to Ext.-13. The Management has examined Shri Niranjana Swain, Chief Manager and filed documents like copy of charge-sheet dated 24.9.2001, copy of office order No. 404, dated 10.11.2001, copy of office order dated 10.11.2001, copy of order dated 21.3.2003, copy of order dated 4.7.2003, copy of charge-sheet dated 24.9.2001 in respect of Shri R.N. Biswas, copy of charge-sheet dated 24.9.2001 in respect of Shri Koteswar Patnaik, copy of charge-sheet dated 24.9.2001 in respect of Shri M. Patnaik, copy of warning letter dated 26.10.2002 in respect of Shri K. Patnaik, copy of the punishment order issued in respect of Shri R.N. Biswas, copy of punishment order of administrative warning issued in respect of Shri M. Patnaik, original withdrawal slip dated 3.10.2000, original deposit slip dated 9/10.10.2000, original letter of the 2nd party workman dated 9.10.2000 marked from Ext.- A to Ext.-P to refute the allegations.

7. For the sake of convenience all the issues are taken up together. It is well settled by the Hon'ble Apex Court that an enquiry cannot be said to have been properly conducted unless (i) the employee proceeded against has been informed clearly of the charges levelled against him, (ii) the witnesses are examined ordinarily in the presence of the employee in respect of the charges, (iii) the employee is given a fair opportunity to cross examine the witnesses, (iv) he is given a fair opportunity to examine the witnesses including himself in his defence if he so wishes on any relevant matter and (v) the enquiry officer records his findings with reasons for the same in his report. Further, it cannot be over-sighed that the charges in the departmental enquiry need not be proved beyond reasonable doubt and the same is expected to be proved on preponderance of probabilities since in a domestic enquiry standard of proof required is absolutely different than the standard of proof required in a criminal trial. Otherwise it can be stated that the jurisdiction of the Tribunal in such matter is confined to the enquiry as to (i) whether a proper domestic enquiry in accordance with relevant rules/standing orders and principles of natural justice has been held; (ii) whether a prima-facie case for dismissal based on legal evidence adduced before the domestic enquiry is made out and (iii) the workman was not a victim of an unfair labour practice or he is not punished on victimization. Law is also well settled that this Tribunal cannot re-appreciate the evidence and materials laid before the enquiring officer as an appellate authority has to draw its own conclusion to vitiate the departmental proceeding unless it is apparent on the face of the enquiry proceeding that the findings of the enquiry officer is perverse in the context of evidence and materials laid before him. The Tribunal is only required to consider whether the view taken by the enquiry officer in context of the materials produced before him is a possible one and it cannot substitute its own conclusion.

8. Keeping the above principles in view, if the pleadings and evidence of the parties are examined, it is emerging that the witness examined by the Management was neither the Enquiry Officer or Presenting Officer and he had any direct knowledge to the incident of withdrawal of Rs. 20,000/- from the account of a deceased woman. His evidence is purely based on the official records. When the disputed workman has taken a specific stand that departmental enquiry was not conducted in a fair manner in conformity to the principles of natural justice and he was not extended due opportunities to defend himself, the Management is required to refute the said allegations by placing evidence that the enquiry was conducted in accordance to the procedure laid down in the Certified Standing Order of the Management as well as in conformity to the principles of natural justice. But, oral testimony of M.W.-1 is totally silent in that regard except to the back-drops of the allegations levelled against the workman for which the enquiry was initiated and marking certain documents of the enquiry proceedings as exhibits. When specific plea has been raised for non-supply of copies of the preliminary enquiry report, imputation statements, list of witnesses and documents relied upon by the Presenting Officer, the evidence of the Management oral as well as documentary is not specific to hold or to suggest that the delinquent workman was either supplied with the above materials along with the charge-sheet or at the time of

commencement of the enquiry. It is pertinent to mention here that though the Management has filed a Xerox copy of the enquiry proceeding file, the same has not been exhibited while M.W.-1 being examined as a witness for the Management. The oral testimony of M.W.-1 and the documents relied upon by the Management (which are marked as exhibits) do not reveal that the workman was served with the list of witnesses and list of documents or copies of those documents to be relied upon in the departmental proceeding either at the time of issuing charge-sheet to him or before commencement of the enquiry. Even, the evidence of M.W.-1 is silent as to the fact of examination of departmental witnesses in presence of the charged employee (workman) in the departmental proceeding as well as identity of the witnesses examined in the enquiry proceeding. His evidence is not also specific to disclose that the delinquent workman was given any opportunity to cross examine the witnesses examined to prove the misconduct as well as giving any scope to him to adduce his evidence before the enquiry officer.

9. On the other hand, mere perusal of the copy of the enquiry proceeding file available with the written statement of the Management reveals that no list of witnesses and list of documents with copy to the disputant workman was submitted before the enquiry officer except recording by the enquiry officer that the Presenting Officer named the proposed witnesses and documents to be relied upon by the department and the defence representative was asked to verify the documents. In the above back-drops it can be concluded that the disputant workman was not furnished with any list of witnesses, list of documents or copies of the documents except oral intimation on the above matter before commencement of the enquiry. It has been held by the Hon'ble Apex Court in the case of *Union of India and Others – versus- S.K. Kapoor* (2011) 4 SCC that as per settled principles of natural justice if any material is to be relied upon in the departmental proceedings, a copy of the same must be supplied in advance to a charge-sheeted employee so that he may have a chance to rebut the same. No other independent witness than the erring three Bank officials were examined in the enquiry proceeding and their statements recorded during preliminary enquiry were only exhibited on that occasion. Hence, it can be safely said that statement of the above witnesses with regard to the alleged misconduct of the disputant workman was not recorded in the proceeding in his presence and the enquiry officer gave his findings on such statements of the erring officers recorded during the preliminary enquiry. Copies of such previous statements were not supplied to the disputant workman. Further, statement of witnesses (who were the erring officers) made before the enquiring officer reveal that they have not stated anything to suggest that the disputant workman motivated them to pass the withdrawal slip and managed to draw the amount from the account of a deceased account holder or he had connived with the legal heir of the deceased account holder in any manner for drawal of the amount. Moreover, they had admitted to the suggestion of the defence representative that the disputant workman helped to recover the amount from the legal heir of the deceased account holder and deposited the same. In his findings the enquiry officer seems to have been swayed away by the written admission made by the disputant workman and statements of the erring witnesses recorded during the preliminary enquiry. For argument sake, if the written admission of the disputant workman is taken into consideration no reasonable person can arrive a view that the disputant workman knowingly or actively motivated the erring officers to pass the withdrawal slip and disburse the amount from the account of a deceased person. Statement of the disputant workman under Ext.- P does not suggest that he was earlier known to the deceased account holder or her legal heir or he had deliberately assisted him for withdrawal of the amount or the amount was withdrawn on his deliberate negligence of duty or dereliction of duty. From the materials laid before the enquiring officer no reasonable person can arrive a view/conclusion that the amount of Rs. 20,000/- was withdrawn from the saving accounts of a deceased account holder due to any fraudulent action or misrepresentation of the disputant workman.

10. Thus, in the above back-drops it cannot be accepted that the domestic enquiry was conducted with all fairness and in conformity to the principles of natural justice. Rather, it is emerging that the findings of the enquiring officer is totally based on the previous statements of the witnesses recorded in a preliminary enquiry, whose copies were not furnished to the disputant workman either before or during the enquiry. There is also no evidence i.e. in the statement of the witnesses recorded in the enquiry proceeding in presence of the disputant workman to impute him for the alleged misconduct. It has been well settled by the Hon'ble Apex Court that the Tribunal would not interfere with the findings of the fact arrived at in a departmental enquiry proceeding except in a case of malafide or perversity i.e. where there is no evidence to support a finding or where a finding is such that no man acting reasonable and with objectivity could have arrived at that finding. Hence, the findings of the enquiry officer id perverse and contrary to the evidence led before him.

11. That apart, it is emerging from the pleading and evidence of the parties that erring Bank employees were also subjected to departmental enquiry for the alleged withdrawal from the savings account of a deceased person and all those officers/employees were let out with minor punishment of warning though, it is undisputable that passing and withdrawal amount from savings account of an account holder is not a work of a Messenger. Thus, there is no parity in the punishment inflicted to the defaulters. The alleged admission of the disputant workman in Ext.-P does not suggest that he made deliberately any canvassing to the erring Bank officials for withdrawal of the amount from saving account of a deceased person. Even if the admission of the workman Ext.-P is accepted totally the same reveals that being sympathetic to the cause of a customer for her inability to come to the counter due to heavy rush he carried the withdrawal slip to Passing Accounts Clerk and obtained a token and handed-over the cash to the customer. There is

nothing in between the line of admission from which conclusion can be drawn that knowingly he assisted in withdrawal of the amount from the a/c. of the deceased. Be that as it may, the order of his dismissal as a matter of punishment in the departmental proceeding also appears to be shockingly disproportionate to the act committed by him in the alleged transaction.

12. In the light of fore-going discussions the domestic enquiry conducted by the Management cannot be said to be fair and held that the case is conducted in conformity to the principles of natural justice and therefore, the action of the Management of the State Bank of India in terminating the service of the disputant workman Shri R.K. Behera, Messenger is not legal and justified as well as the same is not proportionate to the commissions and omissions if any, on the part of the workman.

13. The workman is found to have been removed from service with effect from 21.3.2003 and in the meanwhile thirteen years have already been elapsed. Undisputedly, he has not rendered any service to the Management after his dismissal. Regard being to the above facts and circumstances it is directed that the workman shall be reinstated forthwith with fifty percent back wages being deemed to be in service.

14. Accordingly, the reference is answered and the award is to be given effective within two months from the date of its gazette notification.

Dictated & Corrected by me.

B. C. RATH, Presiding Officer